Form 1 - Vendor's statement

(Section 7 Land and Business (Sale and Conveyancing) Act 1994)

Contents

Preliminary

Part A - Parties and land

Part B - Purchaser's cooling-off rights and proceeding with the purchase

Part C - Statement with respect to required particulars

Part D - Certificate with respect to prescribed inquiries by registered agent ☑

Schedule

Preliminary

To the purchaser:

The purpose of a statement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the land to be acquired.

If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

The *Aboriginal Heritage Act 1988* protects any Aboriginal site or object on the land. Details of any such site or object may be sought from the "traditional owners" as defined in that Act.

If you desire additional information, it is up to you to make further inquiries as appropriate.

Instructions to the vendor for completing this statement:

☐ *means the Part, Division, particulars or item may not be applicable.*

If it is applicable, ensure the box is ticked and complete the Part, Division, particulars or item.

If it is not applicable, ensure the box is empty or strike out the Part, Division, particulars or item. Alternatively, the Part, Division, particulars or item may be omitted, but not in the case of an item or heading in the table of particulars in Division 1 of the Schedule that is required by the instructions at the head of that table to be retained as part of this statement.

* *means strike out or omit the option that is not applicable.*

All questions must be answered with a YES or NO (inserted in the place indicated by a rectangle or square brackets below or to the side of the question).

If there is insufficient space to provide any particulars required, continue on attachments.

Part A - Parties and land

1 Purchaser:

Address:

Street 1
Street 2
Suburb State Postcode

2 Purchaser's registered agent: ☐

Address:

Street 1
Street 2
Suburb State Postcode

3 Vendor:

Maximilian Mann

Address:

Street 1 UNIT 1 / 5 SCHOOL STREET
Street 2
Suburb BLACKBURN SOUTH State VIC Postcode 3130

4 Vendor's registered agent:

Klemich Real Estate Pty Ltd, T/A Klemich Real Estate 174424 ☑

Address:

Street 1 UNIT 1 / 245 FULLARTON ROAD
Street 2
Suburb EASTWOOD State SA Postcode 5063

5 Date of contract (if made before this statement is served):

6 Description of the land: *[Identify the land including any certificate of title reference]*

Unit 1 Strata plan 1607 in the area named Kensington Gardens SA 5058 known as

Street 1 UNIT 1 / 21 LEONORE AVENUE
Street 2
Suburb KENSINGTON GARDENS State SA Postcode 5068
being the *whole / ~~portion~~ of the land comprised in Certificate of Title
Volume 5055 Folio 505

Part B - Purchaser's cooling-off rights and proceeding with the purchase

To the purchaser:

Right to cool-off (section 5)

1 - Right to cool-off and restrictions on that right

You may notify the vendor of your intention not to be bound by the contract for the sale of the land UNLESS -

(a) you purchased by auction; or

(b) you purchased on the same day as you, or some person on your behalf, bid at the auction of the land; or

(c) you have, before signing the contract, received independent advice from a legal practitioner and the legal practitioner has signed a certificate in the prescribed form as to the giving of that advice; or

(d) you are a body corporate and the land is not residential land; or

(e) the contract is made by the exercise of an option to purchase not less than 5 clear business days after the grant of the option and not less than 2 clear business days after service of this form; or

(f) the sale is by tender and the contract is made not less than 5 clear business days after the day fixed for the closing of tenders and not less than 2 clear business days after service of this form; or

(g) the contract also provides for the sale of a business that is not a small business.

2 - Time for service

The cooling-off notice must be served -

(a) if this form is served on you before the making of the contract - before the end of the second clear business day after the day on which the contract was made; or

(b) if this form is served on you after the making of the contract - before the end of the second clear business day from the day on which this form is served.

However, if this form is not served on you at least 2 clear business days before the time at which settlement takes place, the cooling-off notice may be served at any time before settlement.

3 - Form of cooling-off notice

The cooling-off notice must be in writing and must be signed by you.

4 - Methods of service

The cooling-off notice must be -

(a) given to the vendor personally; or

(b) posted by registered post to the vendor at the following address:

Unit 1, 5 School Street Blackburn South VIC 3130

(being the vendor's last known address); or

(c) transmitted by fax or email to the following fax number or email address:

Ben@klemich.com.au

(being a number or address provided to you by the vendor for the purpose of service of the notice); or

(d) left for the vendor's agent (with a person apparently responsible to the agent) at, or posted by registered post to the agent at, the following address:

1/245 Fullarton Road, Eastwood SA 5063

(being *the agent's address for service under the *Land Agents Act 1994* / ~~an address nominated by the agent to you for the purpose of service of the notice).~~

Note - Section 5(3) of the *Land and Business (Sale and Conveyancing) Act 1994* places the onus of proving the giving of the cooling-off notice on the purchaser. It is therefore strongly recommended that -

(a) if you intend to serve the notice by leaving it for the vendor's agent at the agent's address for service or an address nominated by the agent, you obtain an acknowledgment of service of the notice in writing;

(b) if you intend to serve the notice by fax or email, you obtain a record of the transmission of the fax or email.

5 - Effect of service

If you serve such cooling-off notice on the vendor, the contract will be taken to have been rescinded at the time when the notice was served. You are then entitled to the return of any money you paid under the contract other than -

(a) the amount of any deposit paid if the deposit did not exceed $100; or

(b) an amount paid for an option to purchase the land.

Proceeding with the purchase

If you wish to proceed with the purchase -

(a) it is strongly recommended that you take steps to make sure your interest in the property is adequately insured against loss or damage; and

(b) pay particular attention to the provisions in the contract as to time of settlement - it is essential that the necessary arrangements are made to complete the purchase by the agreed date - if you do not do so, you may be in breach of the contract; and

(c) you are entitled to retain the solicitor or registered conveyancer of your choice.

Part C - Statement with respect to required particulars

(section 7(1))

To the purchaser:

***I/~~We~~;** Maximilian Mann

of Unit 1, 5 School Street, Blackburn South VIC 3130

being the *vendor(s) / person authorised to act on behalf of the vendor(s) in relation to the transaction state that the Schedule contains all particulars required to be given to you pursuant to section 7(1) of the *Land and Business (Sale and Conveyancing) Act 1994.*

Date:	6/8/2026	Date:	
Signed:	DocuSigned by: Maximilian Mann D5560977751E451...	Signed:	
Date:		Date:	
Signed:		Signed:	

Part D - Certificate with respect to prescribed inquiries by registered agent ☑

(section 9)

To the purchaser:

I, Angie Marie Nguyen - Convey Property Settlements

certify ***that** the responses / ~~that, subject to the exceptions stated below, the responses~~ to the inquiries made pursuant to section 9 of the *Land and Business (Sale and Conveyancing) Act 1994* confirm the completeness and accuracy of the particulars set out in the Schedule.

Exceptions: NIL

Date: 6/8/2026

Signed: DocuSigned by: Angie Marie Nguyen AF06AAF5D0A446D...

***Vendor's / ~~Purchaser's~~ agent**

*Person authorised to act on behalf of *Vendor's/~~Purchaser's~~ agent

Schedule - Division 1

Particulars of mortgages, charges and prescribed encumbrances affecting the land (section 7(1)(b))

Note -

Section 7(3) of the Act provides that this statement need not include reference to charges arising from the imposition of rates or taxes less than 12 months before the date of service of the statement.

Where a mortgage, charge or prescribed encumbrance referred to in column 1 of the table below is applicable to the land, the particulars in relation to that mortgage, charge or prescribed encumbrance required by column 2 of the table must be set out in the table (in accordance with the instructions in the table) unless -

(a) there is an attachment to this statement and -
  (i) all the required particulars are contained in that attachment; and
  (ii) the attachment is identified in column 2; and
  (iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or

(b) the mortgage, charge or prescribed encumbrance -
  (i) is 1 of the following items in the table:
    (A) under the heading 1. General -
      1.1 Mortgage of land
      1.4 Lease, agreement for lease, tenancy agreement or licence
      1.5 Caveat
      1.6 Lien or notice of a lien
    (B) under the heading 36. Other charges -
      36.1 Charge of any kind affecting the land (not included in another item); and
  (ii) is registered on the certificate of title to the land; and
  (iii) is to be discharged or satisfied prior to or at settlement.

Table of particulars

Column 1	Column 2	Column 3

[If an item is applicable, ensure that the box for the item is ticked and complete the item.]
[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE" or "N/A" in column 1.
Alternatively, the item and any inapplicable heading may be omitted, <u>but not</u> in the case of-
(a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and
(b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and
(c) the heading "6. Repealed Act conditions" and item 6.1; and
(d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2,
which must be retained as part of this statement whether applicable or not.]
*[If an item is applicable, all particulars requested in column 2 must be set out in the item unless the Note preceding this table otherwise permits. Particulars requested in **bold type** must be set out in column 3 and all other particulars must be set out in column 2.]*
[If there is more than 1 mortgage, charge or prescribed encumbrance of a kind referred to in column 1, the particulars requested in column 2 must be set out for <u>each</u> such mortgage, charge or prescribed encumbrance.]
[If requested particulars are set out in the item and then continued on an attachment due to insufficient space, identify the attachment in the place provided in column 2. If <u>all</u> of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.]

1. General

1.1 Mortgage of land

*[**Note -** Do not omit this item. This item and its heading must be included in the statement even if not applicable.]*

~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

Number of mortgage (if registered):

Name of mortgagee:

1.2 Easement

(whether over the land or annexed to the land)

Note - "Easement" includes rights of way and party wall rights

*[**Note -** Do not omit this item. This item and its heading must be included in the statement even if not applicable.]*

Is this item applicable? ✓

Will this be discharged or satisfied prior to or at settlement? NO

Are there attachments? YES

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Certificate of Title Volume 5055 Folio 505
Property Interest Report - Pg 1 & 12-13 - Refer attached

Description of land subject to easement:

Portion of the Land in certificate of Title Volume 5055 Folio 505

Nature of easement:

Electricity and Telecommunications Infrastructure - Building Restrictions and Statutory Easements (including those related to gas, water and sewage)

Are you aware of any encroachment on the easement?

NO

If YES, give details:

If there is an encroachment, has approval for the encroachment been given?

If YES, give details:

1.3 Restrictive covenant

*[**Note -** Do not omit this item. This item and its heading must be included in the statement even if not applicable.]*

Is this item applicable? ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Nature of restrictive covenant:

Name of person in whose favour restrictive covenant operates:

Does the restrictive covenant affect the whole of the land being acquired?

If NO, give details:

Does the restrictive covenant affect land other than that being acquired?

1.4 Lease, agreement for lease, tenancy agreement or licence

(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)

*[**Note -** Do not omit this item. This item and its heading must be included in the statement even if not applicable.]*

Is this item applicable? ✓

Will this be discharged or satisfied prior to or at settlement? YES

Are there attachments? YES

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Periodic Lease Agreement - Refer attached
Notice of Rental increase - Refer attached

Name of parties:

Maximilian Mann - Landlord

Claudia Louise Elischer - Tenant

Period of lease, agreement for lease etc:

From 29/5/2023 to Periodic

Amount of rent or licence fee:

$ 390.00 per Fortnight (period)

Is the lease, agreement for lease etc in writing?

YES

If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify -

(a) the Act under which the lease or licence was granted:

Residential Tenancy Act 1995

(b) the outstanding amounts due (including any interest or penalty):

NIL

5. *Development Act 1993* (repealed)

5.1 section 42 - Condition (that continues to apply) of a development authorisation

*[**Note** - Do not omit this item. This item and its heading must be included in the statement even if not applicable.]*

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Condition(s) of authorisation:

6. Repealed Act conditions

6.1 Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1967* (repealed)

*[**Note** - Do not omit this item. This item and its heading must be included in the statement even if not applicable.]*

~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Nature of condition(s):

7. *Emergency Services Funding Act 1998*

7.1 section 16 - Notice to pay levy

Is this item applicable? ☑

Will this be discharged or satisfied prior to or at settlement? YES

Are there attachments? YES

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

ESL Certificate 2026-27

Date of notice:

27 July 2026

Amount of levy payable:

$122.55

19. *Land Tax Act 1936*

19.1 Notice, order or demand for payment of land tax

~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Date of notice, order or demand:

Amount payable (as stated in the notice):

20. *Local Government Act 1934* (repealed)

20.1 Notice, order, declaration, charge, claim or demand given or made under the Act

Is this item applicable? ☑

Will this be discharged or satisfied prior to or at settlement? YES

Are there attachments? YES

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Rates Certificate 2026-27 - Refer attached

Date of notice, order etc:

24th July 2026

Name of council by which, or person by whom, notice, order etc is given or made:

City of Burnside

Land subject thereto:

Certificate of Title volume 5055 folio 505 - Unit I, 21 Leonore Avenue Kensington Gardens SA 5068

Nature of requirements contained in notice, order etc:

2026 -27 Rates Pursuant to Section 187 of the Local Government Act 1999

Time for carrying out requirements:

2026 -27 / at settlement

Amount payable (if any):

$916.50

29. *Planning, Development and Infrastructure Act 2016*

29.1 Part 5 - Planning and Design Code

*[**Note** - Do not omit this item. The item and its heading must be included in the attachment even if not applicable.]*

Is this item applicable? ✓

Will this be discharged or satisfied prior to or at settlement? NO

Are there attachments? YES

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Property Interest Report - Pg 8 - Refer attached
Section 7 / Plan SA Response - Pg 1 & 4- 5 - Refer attached

Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):

Certificate Title: CT5055/505

Property Address: UNIT 1 21 LEONORE AV KENSINGTON GARDENS SA 5068

Zones - General Neighbourhood (GN)

Zoning overlays

Airport Building Heights (Regulated) (All structures over 45 metres)
Prescribed Wells Area
Regulated and Significant Tree
Stormwater Management
Signif Retirement Facility Supported Accom Sites
Traffic Generating Development
Urban Tree Canopy

The Planning and Design Code (the Code) is a statutory instrument under the Planning, Development and Infrastructure Act 2016 for the purposes of development assessment and related matters within South Australia. The Code contains the planning rules and policies that guide what can be developed in South Australia.

Planning authorities use these planning rules to assess development applications. To search and view details of proposed statewide code amendments or code amendments within a local government area, please search the code amendment register on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/code-amendments/code_amendment_register or phone PlanSA on 1800 752 664.

Is there a State heritage place on the land or is the land situated in a State heritage area? NO

Is the land designated as a local heritage place? NO

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? NO

Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? NO

Note - For further information about the Planning and Design Code visit https://code.plan.sa.gov.au.

29.2 section 127 - Condition (that continues to apply) of a development authorisation

*[**Note** - Do not omit this item. The item and its heading must be included in the attachment even if not applicable.]*

~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

29.3 section 139 - Notice of proposed work and notice may require access

~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date of notice:

Name of person giving notice of proposed work:

Building work proposed (as stated in the notice):

Other building work as required pursuant to the Act:

29.4 section 140 - Notice requesting access

~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date of notice:

Name of person requesting access:

Reason for which access is sought (as stated in the notice):

Activity of work to be carried out:

29.5 section 141 - Order to remove or perform work

~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date of order:

Terms of order:

Building work (if any) required to be carried out:

Amount payable (if any):

29.6 section 142 - Notice to complete development

~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date of notice:

Requirements of notice:

Building work (if any) required to be carried out:

Amount payable (if any):

29.7 section 155 - Emergency order

~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable (if any):

29.8 section 157 - Fire safety notice

~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date of notice:

Name of authority giving notice:

Requirements of notice:

Building work (if any) required to be carried out:

Amount payable (if any):

29.9 section 192 or 193 - Land management agreement

~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date of agreement:

Names of parties:

Terms of agreement:

29.10 section 198(1) - Requirement to vest land in a council or the Crown to be held as open space

~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable (if any):

29.11 section 198(2) - Agreement to vest land in a council or the Crown to be held as open space

~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable (if any):

29.12 Part 16 Division 1 - Proceedings ~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date of commencement of proceedings:

Date of determination or order (if any):

Terms of determination or order (if any):

29.13 section 213 - Enforcement notice ~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date notice given:

Name of designated authority giving notice:

Nature of directions contained in notice:

Building work (if any) required to be carried out:

Amount payable (if any):

29.14 section 214(6), 214(10) or 222 - Enforcement order

~~***Is this item applicable?***~~

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

Building work (if any) required to be carried out:

33. *Upper South East Dryland Salinity and Flood Management Act 2002 (expired)*

33.1 section 23 - Notice of contribution payable

~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Date of notice:

Terms of notice:

Amount payable:

34. *Water Industry Act 2012*

34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement

Is this item applicable? ☑

Will this be discharged or satisfied prior to or at settlement? NO

Are there attachments? YES

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Water Certificate 2026-27 - Refer attached

Date of notice or order:

27th July 2026

Name or person or body who served notice or order:

SA Water

Amount payable (if any) as specified in the notice or order:

Supply $88 PQ & Sewer &103.85 PQ

Nature of other requirement made (if any) as specified in the notice or order:

This Account has no meter of its own and is apportioned evenly 33.33%

Particulars relating to a strata unit ☑

1 Name of strata corporation: Strata Corporation 1607 Inc

Address of strata corporation: 21 Leonore Avenue Kensington Gardens

2 Application must be made in writing to the strata corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the strata corporation for the articles referred to in 6 unless the articles are obtained from the Lands Titles Registration Office.

3 Particulars supplied by the strata corporation or known to the vendor:

(a) particulars of contributions payable in relation to the unit (including details of arrears of contributions related to the unit):

Lot Entitlement = 336/1000

Admin Fund Levy $818.34 PQ
Sinking Fund Levy $$41.67 PQ

Paid to the 30th September - Refer attached Pg 3

(b) particulars of assets and liabilities of the strata corporation:

Fund: $17,079.26 comprising Admin: $9,898.66 and Sinking: $7,180.60

Refer attached Pg 3

(c) particulars of expenditure that the strata corporation has incurred, or has resolved to incur, and to which the unit holder of the unit must contribute, or is likely to be required to contribute:

Refer INCOME & EXPENDITURE STATEMENT

Refer attached Pg 18

(d) particulars of the unit entitlement of the unit:

Lot Entitlement = 336/1000

[If any of the above particulars have not been supplied by the strata corporation by the date of this statement and are not known to the vendor, state "not known" for those particulars.]

4 Documents supplied by the strata corporation that are enclosed:

(a) a copy of the minutes of the general meetings of the strata corporation and management committee *for the 2 years preceding this statement / ~~since the deposit of the strata plan~~;

*(*Strike out or omit whichever is the greater period)*

YES

(b) a copy of the statement of accounts of the strata corporation last prepared;

YES

(c) a copy of current policies of insurance taken out by the strata corporation.

YES

[For each document indicate (YES or NO) whether or not the document has been supplied by the strata corporation by the date of this statement.]

5 If "not known" has been specified for any particulars in 3 or a document referred to in 4 has not been supplied, set out the date of the application made to the strata corporation and give details of any other steps taken to obtain the particulars or documents concerned:

NIL

6 A copy of the articles of the strata corporation is enclosed.

7 The following additional particulars are known to the vendor or have been supplied by the strata corporation: ☑

The tree behind our unit (U1) will be trimmed back, a work order is in place. The tree is NOT on the property of (UI) - neighbors

8 Further inquiries may be made to the secretary of the strata corporation or the appointed strata manager.

Name: Strata Data

Address: 647 Portrush Rd, Glen Osmond SA 5064

Note-

1 A strata corporation must (on application by or on behalf of a current owner, prospective purchaser or other relevant person) provide the particulars and documents referred to in 3(a)-(c), 4 and 6 and must also make available for inspection its accountancy records and minute books, any contract with a body corporate manager, the register of unit holders and unit holder entitlements that it maintains and any documents in its possession relating to the design and construction of the buildings or improvements on the site or relating to the strata scheme.

2 Copies of the articles of the strata corporation may also be obtained from the Lands Titles Registration Office.

3 All owners of a strata unit are bound by the articles of the strata corporation. The articles regulate the rights and liabilities of owners of units in relation to their units and the common property and matters of common concern.

4 For a brief description of some of the matters that need to be considered before purchasing a strata unit, see Division 3 of this Schedule.

Schedule-Division 3-Community lots and strata units ☑

Matters to be considered in purchasing a community lot or strata unit

The property you are buying is on strata or community title. There are **special obligations and restrictions** that go with this kind of title. Make sure you understand these. If unsure, seek legal advice before signing a contract. For example:

Governance

You will automatically become a member of the **body corporate**, which includes all owners and has the job of maintaining the common property and enforcing the rules. Decisions, such as the amount you must pay in levies, will be made by vote of the body corporate. You will need to take part in meetings if you wish to have a say. If outvoted, you will have to live with decisions that you might not agree with.

If you are buying into a mixed use development (one that includes commercial as well as residential lots), owners of some types of lots may be in a position to outvote owners of other types of lots. Make sure you fully understand your voting rights, see later.

Use of your property

You, and anyone who visits or occupies your property, will be bound by rules in the form of **articles or by-laws**. These can restrict the use of the property, for example, they can deal with keeping pets, car parking, noise, rubbish disposal, short-term letting, upkeep of buildings and so on. Make sure that you have read the articles or by-laws before you decide whether this property will suit you.

Depending on the rules, you might not be permitted to make changes to the exterior of your unit, such as installing a television aerial or an air-conditioner, building a pergola, attaching external blinds etc without the permission of the body corporate. A meeting may be needed before permission can be granted. Permission may be refused.

Note that the articles or by-laws **could change** between now and when you become the owner: the body corporate might vote to change them. Also, if you are buying before the community plan is registered, then any by-laws you have been shown are just a draft.

Are you buying a debt?

If there are unpaid contributions owing on this property, you can be made to pay them. You are entitled to **know the financial state of the body corporate** and you should make sure you see its records before deciding whether to buy. As a prospective owner, you can write to the body corporate requiring to see the records, including minutes of meetings, details of assets and liabilities, contributions payable, outstanding or planned expenses and insurance policies. There is a fee. To make a request, write to the secretary or management committee of the body corporate.

Expenses

The body corporate can **require you to maintain your property**, even if you do not agree, or can carry out maintenance and bill you for it.

The body corporate can **require you to contribute** to the cost of upkeep of the common property, even if you do not agree. Consider what future maintenance or repairs might be needed on the property in the long term.

Guarantee

As an owner, you are a **guarantor** of the liabilities of the body corporate. If it does not pay its debts, you can be called on to do so. Make sure you know what the liabilities are before you decide to buy. Ask the body corporate for copies of the financial records.

Contracts

The body corporate can make contracts. For example, it may engage a body corporate manager to do some or all of its work. It may contract with traders for maintenance work. It might engage a caretaker to look after the property. It might make any other kind of contract to buy services or products for the body corporate. Find out **what contracts the body corporate is committed to and the cost**.

The body corporate will have to raise funds from the owners to pay the money due under these contracts. As a guarantor, you could be liable if the body corporate owes money under a contract.

Buying off the plan

If you are buying a property that has not been built yet, then you **cannot be certain** what the end product of the development process will be. If you are buying before a community plan has been deposited, then any proposed development contract, scheme description or by-laws you have been shown could change.

Mixed use developments—voting rights

You may be buying into a group that is run by several different community corporations. This is common in mixed use developments, for example, where a group of apartments is combined with a hotel or a group of shops. If there is more than 1 corporation, then you should not expect that all lot owners in the group will have equal voting rights. The corporations may be structured so that, even though there are more apartments than shops in the group, the shop-owners can outvote the apartment owners on some matters. Make enquiries so that you understand how many corporations there are and what voting rights you will have.

Further information

The Real Estate Institute of South Australia provides an information service for enquiries about real estate transactions, see www.reisa.com.au.

The Australian Institute of Conveyancers (SA Division) (AICSA) provides information and operates a Public Advice Service with respect to conveyancers and the conveyancing process, see www.aicsa.com.au.

A free telephone Strata and Community Advice Service is operated by the Legal Services Commission of South Australia: call 1300 366 424.

Information and a booklet about strata and community titles is available from the Legal Services Commission of South Australia at www.lsc.sa.gov.au.

You can also seek advice from a legal practitioner.

ANNEXURES

* There are no documents annexed hereto

~~* The following documents are annexed hereto~~

Certificate(s) of title to the land volume 5055 folio 505

Property Interest Report
Title & Valuation Search
History Search
Check Search

Council Section 7 & Plan SA Response
Council 2026-27 Rates Certificate

ESL Certificate 2026-27
Land Tax Certificate 2026-27
SA Water Certificate 2026-27

The particulars supplied by the Strata Corporation (statement pursuant to section 41) and enclosures
Copy of Strata Plan
Copy Minutes Meeting
Copy of the Articles of the Strata Corporation (House Rules)
Asbestos Management Plan
Certificate of Currency - Insurance

Periodic lease agreement
Rental Increase notice

Form R3 Buyers Information Notice
Form R7 - Warning Notice

ACKNOWLEDGEMENT OF RECEIPT

* I / We, the abovenamed Purchaser(s), hereby acknowledge having received this day this Statement under section 7 under the *Land and Business (Sale and Conveyancing) Act* with the annexures as set out above.

Dated this _____ Day of _____ 20____

Signed:		Signed:	
Date:		Date:	
Signed:		Signed:	
Date:		Date:	

*(*Strike out whichever is not applicable)*

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Form R3

Buyers information notice

Land and Business (Sale and Conveyancing) Act 1994 section 13A

Land and Business (Sale and Conveyancing) Regulations 2025 regulation 16

Before you buy a home there are a number of things that you should investigate and consider. Though it may not be obvious at the time, there could be matters that may affect your enjoyment of the property, the safety of people on the property or the value of the property.

The following questions may help you to identify if a property is appropriate to purchase. In many cases the questions relate to a variety of laws and standards. These laws and standards change over time, so it is important to seek the most up to date information. Various government agencies can provide up to date and relevant information on many of these questions. To find out more, Consumer and Business Services recommends that you check the Consumer and Business Advice section on the following website: www.cbs.sa.gov.au

Consider having a professional building inspection done before proceeding with a purchase. A building inspection will help you answer some of the questions below.

The questions have been categorised under the headings **Safety**, **Enjoyment** and **Value**, but all of the issues are relevant to each heading.

Safety

- Is there **asbestos** in any of the buildings or elsewhere on the property eg sheds and fences?
- Does the property have any significant **defects** eg **cracking** or **salt damp**? Have the wet areas been waterproofed?
- Is the property in a **bushfire** prone area?
- Are the **electrical wiring**, **gas installation**, **plumbing and appliances** in good working order and in good condition? Is a **safety switch** (RCD) installed? Is it working?
- Are there any prohibited **gas appliances** in bedrooms or bathrooms?
- Are **smoke alarms** installed in the house? If so, are they hardwired? Are they in good working order and in good condition? Are they compliant?
- Is there a **swimming pool and/or spa pool** installed on the property? Are there any safety barriers or fences in place? Do they conform to current standards?
- Does the property have any **termite** or other pest infestations? Is there a current preventive termite treatment program in place? Was the property treated at some stage with persistent organochlorins (now banned) or other **toxic** termiticides?
- Has fill been used on the site? Is the soil contaminated by **chemical residues** or waste?
- Does the property use **cooling towers** or manufactured warm water systems? If so, what are the maintenance requirements?

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Enjoyment

- Does the property have any **stormwater** problems?
- Is the property in a **flood prone** area? Is the property prone to coastal flooding?
- Does the property have an on-site **wastewater treatment facility** such as a septic tank installed? If so, what are the maintenance requirements? Is it compliant?
- Is a **sewer mains connection** available?
- Are all gutters, downpipes and stormwater systems in good working order and in good condition?
- Is the property near **power lines**? Are there any trees on the property near power lines? Are you considering planting any trees? Do all structures and trees maintain the required clearance from any power lines?
- Are there any **significant** trees on the property?
- Is this property a unit on **strata or community title**? What could this mean for you? Is this property on strata or community title? Do you understand the restrictions of use and the financial obligations of ownership? Will you have to pay a previous owner's debt or the cost of planned improvements?
- Is the property close to a hotel, restaurant or other venue with entertainment consent for live music? Is the property close to any industrial or commercial activity, a busy road or airport etc that may result in the generation of **noise** or the **emission of materials or odours** into the air?
- What appliances, equipment and fittings are included in the sale of the property?
- Is there sufficient car parking space available to the property?

Value

- Are there any **illegal or unapproved additions**, extensions or alterations to the buildings on the property?
- How **energy efficient** is the home, including appliances and lighting? What **energy sources** (eg electricity, gas) are available?
- Is the property connected to SA Water operated and maintained **mains water**? Is a mains water connection available? Does the property have a **recycled water** connection? What sort of water meter is located on the property (a **direct or indirect meter** – an indirect meter can be located some distance from the property)? Is the property connected to a water meter that is also serving another property?
- Are there water taps outside the building? Is there a watering system installed? Are they in good working order and in good condition?
- Does the property have **alternative sources** of water other than mains water supply (including **bore or rainwater**)? If so, are there any special maintenance requirements?

For more information on these matters visit Consumer and Business Advice section on the following website: www.cbs.sa.gov.au

Disclaimer: There may be other issues relevant to the purchase of real estate. If you are unable to ascertain enough information about the questions raised in this form and any other concerns you may have we strongly recommend you obtain independent advice through a building inspection, a lawyer, and a financial adviser.

September 2025

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Form R7

Warning Notice

Financial and Investment Advice

Land and Business (Sale and Conveyancing) Act 1994 section 24B
Land and Business (Sale and Conveyancing) Regulations 2025 regulation 21

A land agent or sales representative who provides financial or investment advice to you in connection with the sale or purchase of land or a business is obliged to tell you the following —

You should assess the suitability of any purchase of the land or business in light of your own needs and circumstances by seeking independent financial and legal advice.

NOTE: For the purposes of section 24B of the Act, an agent or sales representative who provides financial or investment advice to a person in connection with the sale or purchase of land or a business must

- in the case of oral advice - immediately before giving the advice, give the person warning of the matters set out in this Form orally, prefaced by the words "**I am legally required to give you this warning**"; or
- in the case of written advice - at the same time as giving the advice or as soon as reasonably practicable after giving the advice, give the person this Form, printed or typewritten in not smaller than 12-point type.

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Product	Register Search (CT 5055/505)
Date/Time	24/07/2026 01:40PM
Customer Reference	2591 Mann
Order ID	20260724006078

REAL PROPERTY ACT, 1886
South Australia

The Registrar-General certifies that this Title Register Search displays the records maintained in the Register Book and other notations at the time of searching.

Certificate of Title - Volume 5055 Folio 505

Parent Title(s) CT 4027/485

Creating Dealing(s) CONVERTED TITLE

Title Issued 02/12/1991 **Edition** 2 **Edition Issued** 17/08/2015

Estate Type

FEE SIMPLE (UNIT)

Registered Proprietor

MAXIMILIAN MANN
OF UNIT 1 21 LEONORE AVENUE KENSINGTON GARDENS SA 5068

Description of Land

UNIT 1 STRATA PLAN 1607
IN THE AREA NAMED KENSINGTON GARDENS
HUNDRED OF ADELAIDE

Easements

NIL

Schedule of Dealings

NIL

Notations

Dealings Affecting Title	NIL
Priority Notices	NIL
Notations on Plan	NIL
Registrar-General's Notes	NIL
Administrative Interests	NIL

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Property Interest Report

Provided by Land Services SA on behalf of the South Australian Government

Title Reference	CT 5055/505	**Reference No.**	2803900
Registered Proprietors	M*MANN	**Prepared**	24/07/2026 13:40
Address of Property	Unit 1, 21 LEONORE AVENUE, KENSINGTON GARDENS, SA 5068		
Local Govt. Authority	CITY OF BURNSIDE		
Local Govt. Address	PO BOX 9 GLENSIDE SA 5065		

This report provides information that may be used to complete a Form 1 as prescribed in the *Land and Business (Sale and Conveyancing) Act 1994*

Table of Particulars

Particulars of mortgages, charges and prescribed encumbrances affecting the land as identified in Division 1 of the Schedule to Form 1 as described in the Regulations to the *Land and Business (Sale and Conveyancing) Act 1994*

All enquiries relating to the Regulations or the Form 1 please contact Consumer & Business Services between 8:30 am and 5:00 pm on 131 882 or via their website www.cbs.sa.gov.au

Prescribed encumbrance		Particulars (Particulars in bold indicates further information will be provided)
1.	**General**	
1.1	Mortgage of land *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title
1.2	Easement (whether over the land or annexed to the land) Note--"Easement" includes rights of way and party wall rights *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title
1.3	Restrictive covenant *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance
1.4	Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.) *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title also Contact the vendor for these details
1.5	Caveat	Refer to the Certificate of Title
1.6	Lien or notice of a lien	Refer to the Certificate of Title
2.	***Aboriginal Heritage Act 1988***	
2.1	section 9 - Registration in central archives of an Aboriginal site or object	Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title
2.2	section 24 - Directions prohibiting or restricting access to, or activities on, a site or	Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title

	an area surrounding a site	
2.3	Part 3 Division 6 - Aboriginal heritage agreement	Aboriginal Affairs and Reconciliation in AGD has no record of any agreement affecting this title also Refer to the Certificate of Title

3. *Burial and Cremation Act 2013*

3.1	section 8 - Human remains interred on land	Births, Deaths and Marriages in AGD has no record of any gravesites relating to this title also contact the vendor for these details

4. *Crown Rates and Taxes Recovery Act 1945*

4.1	section 5 - Notice requiring payment	Crown Lands Program in DEW has no record of any notice affecting this title

5. *Development Act 1993* (repealed)

5.1	section 42 - Condition (that continues to apply) of a development authorisation *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.2	section 50(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.3	section 50(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.4	section 55 - Order to remove or perform work	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
5.5	section 56 - Notice to complete development	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
5.6	section 57 - Land management agreement	Refer to the Certificate of Title
5.7	section 60 - Notice of intention by building owner	Contact the vendor for these details
5.8	section 69 - Emergency order	State Planning Commission in the Department for Housing and Urban Development has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply
5.9	section 71 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any notice affecting this title

5.10	section 84 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.11	section 85(6), 85(10) or 106 - Enforcement order	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.12	Part 11 Division 2 - Proceedings	Contact the Local Government Authority for other details that might apply also Contact the vendor for these details

6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act, 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1967* (repealed) *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply

7. *Emergency Services Funding Act 1998*

7.1	section 16 - Notice to pay levy	An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750. Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au

8. *Environment Protection Act 1993*

8.1	section 59 - Environment performance agreement that is registered in relation to the land	EPA (SA) does not have any current Performance Agreements registered on this title
8.2	section 93 - Environment protection order that is registered in relation to the land	EPA (SA) does not have any current Environment Protection Orders registered on this title
8.3	section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.4	section 99 - Clean-up order that is registered in relation to the land	EPA (SA) does not have any current Clean-up orders registered on this title
8.5	section 100 - Clean-up authorisation that is registered in relation to the land	EPA (SA) does not have any current Clean-up authorisations registered on this title
8.6	section 103H - Site contamination assessment order that is registered in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.7	section 103J - Site remediation order that is registered in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.8	section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination)	EPA (SA) does not have any current Orders registered on this title

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) does not have any current Orders registered on this title

9. *Fences Act 1975*

9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details

10. *Fire and Emergency Services Act 2005*

10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor

11. *Food Act 2001*

11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply

12. *Ground Water (Qualco-Sunlands) Control Act 2000*

12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title

13. *Heritage Places Act 1993*

13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title

14. *Highways Act 1926*

14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT has no record of any registration affecting this title

15. *Housing Improvement Act 1940* (repealed)

15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title

16. *Housing Improvement Act 2016*

16.1	Part 3 Division 1 - Assessment, improvement or demolition orders	Housing Safety Authority has no record of any notice or declaration affecting this title
16.2	section 22 - Notice to vacate premises	Housing Safety Authority has no record of any notice or declaration affecting this title
16.3	section 25 - Rent control notice	Housing Safety Authority has no record of any notice or declaration affecting this title

17. *Land Acquisition Act 1969*

17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also Contact the Local Government Authority for other details that might apply

18. *Landscape South Australia Act 2019*

18.1	section 72 - Notice to pay levy in respect of costs of regional landscape board	The regional landscape board has no record of any notice affecting this title
18.2	section 78 - Notice to pay levy in respect of right to take water or taking of water	DEW has no record of any notice affecting this title
18.3	section 99 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
18.4	section 107 - Notice to rectify effects of unauthorised activity	The regional landscape board has no record of any notice affecting this title
18.5	section 108 - Notice to maintain watercourse or lake in good condition	The regional landscape board has no record of any notice affecting this title
18.6	section 109 - Notice restricting the taking of water or directing action in relation to the taking of water	DEW has no record of any notice affecting this title
18.7	section 111 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
18.8	section 112 - Permit (or condition of a permit) that remains in force	The regional landscape board has no record of any permit (that remains in force) affecting this title
18.9	section 120 - Notice to take remedial or other action in relation to a well	DEW has no record of any notice affecting this title
18.10	section 135 - Water resource works approval	DEW has no record of a water resource works approval affecting this title
18.11	section 142 - Site use approval	DEW has no record of a site use approval affecting this title
18.12	section 166 - Forest water licence	DEW has no record of a forest water licence affecting this title
18.13	section 191 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
18.14	section 193 - Notice to comply with action order for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
18.15	section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
18.16	section 196 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
18.17	section 207 - Protection order to secure compliance with specified provisions of the Act	The regional landscape board has no record of any notice affecting this title
18.18	section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any notice affecting this title

18.19	section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any notice affecting this title
18.20	section 215 - Orders made by ERD Court	The regional landscape board has no record of any notice affecting this title
18.21	section 219 - Management agreements	The regional landscape board has no record of any notice affecting this title
18.22	section 235 - Additional orders on conviction	The regional landscape board has no record of any notice affecting this title

19. *Land Tax Act 1936*

19.1	Notice, order or demand for payment of land tax	A Land Tax Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750. Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au

20. *Local Government Act 1934* (repealed)

20.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply

21. *Local Government Act 1999*

21.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply

22. *Local Nuisance and Litter Control Act 2016*

22.1	section 30 - Nuisance or litter abatement notice	Contact the Local Government Authority for other details that might apply

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

23.1	section 6 - Restriction on building work	Transport Assessment Section within DIT has no record of any restriction affecting this title

24. *Mining Act 1971*

24.1	Mineral tenement (other than an exploration licence)	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
24.2	section 9AA - Notice, agreement or order to waive exemption from authorised operations	Contact the vendor for these details
24.3	section 56T(1) - Consent to a change in authorised operations	Contact the vendor for these details
24.4	section 58(a) - Agreement authorising tenement holder to enter land	Contact the vendor for these details
24.5	section 58A - Notice of intention to commence authorised operations or apply for lease or licence	Contact the vendor for these details
24.6	section 61 - Agreement or order to pay compensation for authorised operations	Contact the vendor for these details
24.7	section 75(1) - Consent relating to extractive minerals	Contact the vendor for these details
24.8	section 82(1) - Deemed consent or agreement	Contact the vendor for these details
24.9	Proclamation with respect to a private mine	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title

25. *Native Vegetation Act 1991*

25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title

		also Refer to the Certificate of Title
25.2	section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.3	section 25D - Management agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.4	Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation	DEW Native Vegetation has no record of any refusal or condition affecting this title

26. *Natural Resources Management Act 2004* (repealed)

26.1	section 97 - Notice to pay levy in respect of costs of regional NRM board	The regional landscape board has no record of any notice affecting this title
26.2	section 123 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
26.3	section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
26.4	section 135 - Condition (that remains in force) of a permit	The regional landscape board has no record of any notice affecting this title
26.5	section 181 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
26.6	section 183 - Notice to prepare an action plan for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
26.7	section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
26.8	section 187 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
26.9	section 193 - Protection order to secure compliance with specified provisions of the Act	The regional landscape board has no record of any order affecting this title
26.10	section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any order affecting this title
26.11	section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any authorisation affecting this title

27. *Outback Communities (Administration and Management) Act 2009*

27.1	section 21 - Notice of levy or contribution payable	Outback Communities Authority has no record affecting this title

28. *Phylloxera and Grape Industry Act 1995*

28.1	section 23(1) - Notice of contribution payable	The Phylloxera and Grape Industry Board of South Australia has no vineyard registered against this title. However all properties with greater than 0.5 hectares of planted vines are required to be registered with the board

29. *Planning, Development and Infrastructure Act 2016*

29.1	Part 5 - Planning and Design Code *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated. also Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title also For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority also Contact the Local Government Authority for other details that might apply to a place of local heritage value also For details of declared significant trees affecting this title, contact the Local Government Authority also **The Planning and Design Code (the Code) is a statutory instrument under the *Planning, Development and Infrastructure Act 2016* for the purposes of development assessment and related matters within South Australia. The Code contains the planning rules and policies that guide what can be developed in South Australia. Planning authorities use these planning rules to assess development applications. To search and view details of proposed statewide code amendments or code amendments within a local government area, please search the code amendment register on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/code-amendments/code_amendment_register or phone PlanSA on 1800 752 664.**
29.2	section 127 - Condition (that continues to apply) of a development authorisation *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.3	section 139 - Notice of proposed work and notice may require access	Contact the vendor for these details
29.4	section 140 - Notice requesting access	Contact the vendor for these details
29.5	section 141 - Order to remove or perform work	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.6	section 142 - Notice to complete development	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.7	section 155 - Emergency order	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply

29.8	section 157 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.9	section 192 or 193 - Land management agreement	Refer to the Certificate of Title
29.10	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.11	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.12	Part 16 Division 1 - Proceedings	Contact the Local Government Authority for details relevant to this item also Contact the vendor for other details that might apply
29.13	section 213 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.14	section 214(6), 214(10) or 222 - Enforcement order	Contact the Local Government Authority for details relevant to this item also State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

30. *Plant Health Act 2009*

30.1	section 8 or 9 - Notice or order concerning pests	Plant Health in PIRSA has no record of any notice or order affecting this title

31. *Public and Environmental Health Act 1987* (repealed)

31.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
31.2	*Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply
31.3	*Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with)	Public Health in DHW has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

32.1	section 66 - Direction or requirement to avert spread of disease	Public Health in DHW has no record of any direction or requirement affecting this title
32.2	section 92 - Notice	Public Health in DHW has no record of any notice affecting this title

		also Contact the Local Government Authority for other details that might apply
32.3	*South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply

33. *Upper South East Dryland Salinity and Flood Management Act 2002 (expired)*

33.1	section 23 - Notice of contribution payable	DEW has no record of any notice affecting this title

34. *Water Industry Act 2012*

34.1	Notice or order under the Act requiring payment of charges or other amounts or making other requirement	**An SA Water Certificate will be forwarded.** **If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950** also The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title also Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title. also Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title. also Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.

35. *Water Resources Act 1997* (repealed)

35.1	section 18 - Condition (that remains in force) of a permit	DEW has no record of any condition affecting this title
35.2	section 125 (or a corresponding previous enactment) - Notice to pay levy	DEW has no record of any notice affecting this title

36. Other charges

36.1	Charge of any kind affecting the land (not included in another item)	Refer to the Certificate of Title also Contact the vendor for these details also Contact the Local Government Authority for other details that might apply

Other Particulars

Other particulars as identified in Division 2 of the Schedule to Form 1 as described in the *Regulations to the Land and Business (Sale and Conveyancing) Act 1994*

1.	Particulars of transactions in last 12 months	Contact the vendor for these details
2.	Particulars relating to community lot (including strata lot) or development lot	Enquire directly to the Secretary or Manager of the Community Corporation
3.	Particulars relating to strata unit	Enquire directly to the Secretary or Manager of the Strata Corporation
4.	Particulars of building indemnity insurance	Contact the vendor for these details also Contact the Local Government Authority
5.	Particulars relating to asbestos at workplaces	Contact the vendor for these details
6.	Particulars relating to aluminium composite panels	Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details.
7.	Particulars relating to court or tribunal process	Contact the vendor for these details
8.	Particulars relating to land irrigated or drained under Irrigation Acts	SA Water will arrange for a response to this item where applicable
9.	Particulars relating to environment protection	Contact the vendor for details of item 2 also EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title also Contact the Local Government Authority for information relating to item 6
10.	Particulars relating to *Livestock Act, 1997*	Animal Health in PIRSA has no record of any notice or order affecting this title

Additional Information

The following additional information is provided for your information only.
These items are not prescribed encumbrances or other particulars prescribed under the Act.

1.	Pipeline Authority of S.A. Easement	Epic Energy has no record of a Pipeline Authority Easement relating to this title
2.	State Planning Commission refusal	No recorded State Planning Commission refusal
3.	SA Power Networks	SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title
4.	South East Australia Gas Pty Ltd	SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property
5.	Central Irrigation Trust	Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title.
6.	ElectraNet Transmission Services	ElectraNet has no current record of a high voltage transmission line traversing this property
7.	Outback Communities Authority	Outback Communities Authority has no record affecting this title
8.	Dog Fence *(Dog Fence Act 1946)*	This title falls outside the Dog Fence rateable area. Accordingly, the Dog Fence Board holds no current interest in relation to Dog Fence rates.
9.	Pastoral Board *(Pastoral Land Management and Conservation Act 1989)*	The Pastoral Board has no current interest in this title
10.	Heritage Branch DEW *(Heritage Places Act 1993)*	Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title
11.	Health Protection Programs – Department for Health and Wellbeing	Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title.

Notices

Notices are printed under arrangement with organisations having some potential interest in the subject land. You should contact the identified party for further details.

Electricity and Telecommunications Infrastructure - Building Restrictions and Statutory Easements (including those related to gas, water and sewage)

Building restrictions

It is an offence under section 86 of the *Electricity Act 1996* to erect a building or structure within a prescribed distance of aerial or underground powerlines. In some, but not all, cases approval may be obtained from the Technical Regulator. Generally, however, land owners must not build, or alter a building or structure, with the result that any part of the resulting building or structure is within the minimum clearance distance required from certain types of powerlines. These building limitations are set out in the *Electricity (General) Regulations 2012* regulations 81 and 82. Purchasers intending to redevelop the property to be purchased should therefore be aware that the restrictions under the *Electricity Act* and *Regulations* may affect how, or if, they are able to redevelop the property.

In addition, if a building or structure is erected in proximity to a powerline of an electricity entity in contravention of the *Electricity Act*, the entity may seek a court order:
a) requiring the person to take specified action to remove or modify the building or structure within a specified period;
b) for compensation from the person for loss or damage suffered in consequence of the contravention; and/or
c) for costs reasonably incurred by the entity in relocating the powerline or carrying out other work.

Contact the Office of the Technical Regulator in DEM on 8226 5500 for further details.

Statutory easements

Statutory easements for purposes such as (and without limitation) electricity, telecommunications, gas, water and sewage, may also exist, but may not be registered or defined on the title for the land.

Separate from the above building restrictions, South Australia's electricity supply and transmission businesses have statutory easements over land where part of the electricity distribution or transmission system was on, above or under the land as at particular dates specified by legislation.

This notice does not necessarily imply that any statutory or other easement exists.

However, where in existence, statutory easements may provide these organisations and businesses (identified in the relevant legislation) with the right of entry, at any reasonable time, to operate, repair, examine, replace, modify or maintain their equipment, to bring any vehicles or equipment on the land for these purposes, and to install, operate and carry out work on any pipelines, electricity or telecommunications cables or equipment that may be incorporated in, or attached to, their equipment (For example, see Clause 2 of Schedule 1 of the *Electricity Corporations (Restructuring and Disposal) Act 1999*; section 48A of the *Electricity Act 1996*).

For further clarification on these matters, please contact the relevant organisations or businesses, such as SA Power Networks' Easements Branch on telephone 8404 5897 or 8404 5894.

If you intend to excavate, develop or subdivide land, it is suggested that you first lodge a 'Dial Before you Dig' enquiry. Dial Before You Dig is a free referral service that provides information on the location of underground infrastructure. Using the Dial Before you Dig service (https://1100.com.au) may mitigate the risk of injury or expense resulting from inadvertent interference with, damage to, or requirement to relocate infrastructure.

***Land Tax Act 1936* and *Regulations* thereunder**

Agents should note that the current owner will remain liable for any additional charge accruing due before the date of this certificate which may be assessed on the land and also that the purchaser is only protected in respect of the tax for the financial year for which this certificate is issued. If the change of ownership will not occur on or before the 30th June, another certificate should be sought in respect of the next financial year or requests for certificate should not be made until after 30th June.

Animal and Plant Control (Agriculture Protection and other purposes) Act 1986* and *Regulations

Agents should note that this legislation imposes a responsibility on a landholder to control and keep controlled proclaimed plants and particular classes of animals on a property.

Information should be obtained from:

- The vendor about the known presence of proclaimed plants or animals on the property including details which the vendor can obtain from records held by the local animal and plant control board
- The local animal and plant control board or the Animal and Plant Control Commission on the policies and priorities relating to the control of any serious proclaimed plants or animals in the area where the property is located.

Landscape South Australia 2019

Water Resources Management - Taking of underground water

Under the provisions of the *Landscape South Australia Act 2019*, if you intend to utilise underground water on the land subject to this enquiry the following apply:

- A well construction permit accompanied by the prescribed fee is required if a well/bore exceeding 2.5 meters is to be constructed. As the prescribed fee is subject to annual review, you should visit the webpage below to confirm the current fee
- A licensed well driller is required to undertake all work on any well/bore
- Work on all wells/bores is to be undertaken in accordance with the *General specification for well drilling operations affecting water in South Australia*.

Further information may be obtained by visiting https://www.environment.sa.gov.au/licences-and-permits/water-licence-and-permit-forms. Alternatively, you may contact the Department for Environment and Water on (08) 8735 1134 or email DEWwaterlicensing@sa.gov.au.

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

LAND SERVICES SA

Product	Title and Valuation Package
Date/Time	24/07/2026 01:40PM
Customer Reference	2591 Mann
Order ID	20260724006078

Certificate of Title

Title Reference	CT 5055/505
Status	CURRENT
Easement	NO
Owner Number	16792954
Address for Notices	UNIT 1, 21 LEONORE AV KENSINGTON GARDENS, SA 5068
Area	NOT AVAILABLE

Estate Type

Fee Simple (Unit)

Registered Proprietor

MAXIMILIAN MANN
OF UNIT 1 21 LEONORE AVENUE KENSINGTON GARDENS SA 5068

Description of Land

UNIT 1 STRATA PLAN 1607
IN THE AREA NAMED KENSINGTON GARDENS
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 12363119
Dealing Date	13/07/2015
Sale Price	$350,000
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

NIL

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1842755009	CURRENT	Unit 1, 21 LEONORE AVENUE, KENSINGTON GARDENS, SA 5068

Notations

Dealings Affecting Title

NIL

Notations on Plan

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NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1842755009
Type	Site & Capital Value
Date of Valuation	01/01/2026
Status	CURRENT
Operative From	01/07/1975
Property Location	Unit 1, 21 LEONORE AVENUE, KENSINGTON GARDENS, SA 5068
Local Government	BURNSIDE
Owner Names	MAXIMILIAN MANN
Owner Number	16792954
Address for Notices	UNIT 1, 21 LEONORE AV KENSINGTON GARDENS, SA 5068
Zone / Subzone	GN - General Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1310 - Ground Floor Home Unit Only
Description	4H/UNIT
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
S1607 UNIT 1	CT 5055/505

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$435,000	$560,000			
Previous	$390,000	$510,000			

Building Details

Valuation Number	1842755009
Building Style	Colonial

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Year Built	1975
Building Condition	Good
Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	83 sqm
Number of Main Rooms	4

Note – this information is not guaranteed by the Government of South Australia

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Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

Product	Historical Search
Date/Time	24/07/2026 01:40PM
Customer Reference	2591 Mann
Order ID	20260724006078

Certificate of Title

Title Reference: CT 5055/505

Status: CURRENT

Parent Title(s): CT 4027/485

Dealing(s) Creating Title: CONVERTED TITLE

Title Issued: 02/12/1991

Edition: 2

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
13/07/2015	17/08/2015	12363119	TRANSFER	REGISTERED	MAXIMILIAN MANN

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Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

Product	Check Search
Date/Time	24/07/2026 01:40PM
Customer Reference	2591 Mann
Order ID	20260724006078

Certificate of Title

Title Reference: CT 5055/505

Status: CURRENT

Edition: 2

Dealings

No Unregistered Dealings and no Dealings completed in the last 90 days for this title

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

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Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

Civic Centre: 401 Greenhill Road, Tusmore SA 5065
Postal Address: PO Box 9, Glenside SA 5065
ABN: 66 452 640 504
Telephone: (08) 8366 4200
Fax: (08) 8366 4299

Land and Business (Sale and Conveyancing) Act

Property Interest Report

Request No.:	Cert1084\26	**Date of Issue:**	27/07/2026
Applicant:	Angie Nguyen 45b Arhtur Street TRANMERE SA 5073	**CT No.:**	UNIT 1 Sec 272 SP 1607 Vol 5055 Fol 505
Property:	1/21 Leonore Avenue KENSINGTON GARDENS SA 5068		

Pursuant to the provisions of the regulations under the Land and Business (Sale and Conveyancing) Act, 1994, Council hereby provides particulars and documentary material in response to your enquiry.

PRESCRIBED ENCUMBRANCES AND PARTICULARS REQUIRED	
Part 3 – Development Plan, Development Act 1993	
• Title or other brief description of zone or policy area in which the land is situated (per the Development Plan):	N/A
• Is the land situated in a designated state heritage area?	N/A
• Is the land designated as a place of local heritage value?	N/A
• Is there a Development Plan Amendment released for public consultation by the Council on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	No
• If Yes, state the name of the Council:	N/A
• Is there a Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	No
Section 42 *– condition (that continues to apply) of a development authorisation (refer attached for details if applicable):*	No
Part 5 - PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016	
• Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code)	Z2102 (GN) General Neighbourhood Refer to PlanSA Section 7 Report for further information.
• Is the land situated in a designated state heritage area?	No
• Is the land designated as a place of local heritage value?	Refer to PlanSA Section 7 Report for further information.
• Is there a tree declared to be a significant tree or a stand of trees declared to be significant on the land?	Refer to PlanSA Section 7 Report for further information.
• Is there a Planning and Design Code amendment released for public consultation by the State Planning Commission on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	Yes

REPEALED ACT CONDITIONS	
Condition (that continues to apply) of an approval or authorisation granted under the following Acts (refer attached for details if applicable): ○ Building Act 1971 ○ City of Adelaide Development Control Act 1976 ○ Planning and Development Act 1966 ○ Planning Act 1982	No
DEVELOPMENT ACT 1993	
Section 50(1) – requirement to vest land in a Council or the Crown to be held as open space	No
Section 50(2) – agreement to vest land in a Council or the Crown to be held as open space	No
Section 55 – order to remove work or perform work	No
Section 56 – notice to complete development	No
Section 57 – land management agreement	No
Section 48 or 58 – for the destruction or control of animal or plants	No
Section 69 – emergency order	No
Section 71 – fire safety notice	No
Section 84 – enforcement notice	No
Section 85(6), 85(10) or 106 – enforcement order	No
Part 11 Division 11 – proceedings	No
FIRE AND EMERGENCY SERVICES ACT 2005	
Section 105F – fire prevention or notice to prevent fires on private land	No
HEALTH – FOOD ACT 2001	
Section 44 – improvement notice	No
Section 46 – prohibition order	No
LOCAL NUISANCE AND LITTER CONTROL ACT 2016	
Section 30 – Nuisance or Litter abatement notice	No
SOUTH AUSTRALIAN PUBLIC HEALTH ACT 2011	
Section 92 Notice	No
LAND ACQUISITION ACT 1969	
Section 10 – Notices of intention to acquire	No
HOUSING IMPROVEMENT ACT 1940	
Section 23 – declaration that house is undesirable or unfit for human habitation	No
LOCAL GOVERNMENT ACT 1934	
Notice, order, declaration, charge, claim or demand given/made under the Act	No
LOCAL GOVERNMENT ACT 1999	
Notice, order, declaration, charge, claim or demand given/made under the Act	No
PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016	
Section 141 – order to remove work or perform work	No
Section 142 – notice to complete development	No
Section 155 – emergency order	No
Section 157 – fire safety notice	No
Section 198(1) – requirement to vest land in a Council or the Crown to be held as open space	No
Section 198(2) – agreement to vest land in a Council or the Crown to be held as open space	No
Part 16 Division 1 – proceedings	No
Section 213, 214(6), 214(10), 222 – enforcement notice	No

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PUBLIC AND ENVIRONMENTAL HEALTH ACT 1987	
Notice or declaration of insanitary conditions	No

BUILDING INDEMNITY INSURANCE

Approval No.	*Insurer*	*Policy Issued*	*Contract Date*	*Builder*
Nil				

ENVIRONMENT PROTECTION

• Does the council hold details of any development approvals relating to	
(a) commercial or industrial activity at the land; or	No
(b) change in the use of the land or part of the land (per the Development Act 1993)?	No

Notes

Swimming Pools (if applicable)

On or before any settlement takes place with respect to any transfer of title to the land, the vendor is required to install, replace or upgrade any prescribed designated swimming pool safety features that are required in relation to any swimming pool (including any spa pool) that is located on the land. After settlement, the purchaser (new owner) will then be required to ensure that those safety features have been so installed, replaced or upgraded as necessary on the land (and if they have not been installed, replaced or upgraded, the new owner will be required to install, replace or upgrade those designated safety features in accordance with the relevant prescribed requirements) and thereafter the new owner must ensure that those designated safety features are maintained in accordance with the relevant prescribed requirements.

APPROVAL NOTICES WITHOUT ON-GOING CONDITIONS

No

Authorised Officer
City of Burnside

Note:

- *The information provided is as required by the Land and Business (Sale and Conveyancing) Act 1994. The information should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.*
- *The Property Interest Report discloses prescribed information that Council has a statutory obligation to disclose.*
- *Refer to attached Decision Notification Forms for details of development authorisation(s) granted.*

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Data Extract for Section 7 search purposes

Valuation ID 1842755009

Data Extract Date: 27/07/2026

Important Information

This Data Extract contains information that has been input into the Development Application Processing (DAP) system by either the applicant or relevant authority for the development for which approval was sought under the Planning, Development and Infrastructure Act 2016. The Department for Housing and Urban Development does not make any guarantees as to the completeness, reliability or accuracy of the information contained within this Data Extract and councils should verify or confirm the accuracy of the information in the Data Extract in meeting their obligations under the Land and Business (Sale and Conveyancing) Act 1994.

Parcel ID: S1607 UN1

Certificate Title: CT5055/505

Property Address: UNIT 1 21 LEONORE AV KENSINGTON GARDENS SA 5068

Zones

General Neighbourhood (GN)

Subzones

No

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 45 metres)

The Airport Building Heights (Regulated) Overlay seeks to ensure building height does not pose a hazard to the operation and safety requirements of commercial and military airfields.

Prescribed Wells Area

The Prescribed Wells Area Overlay seeks to ensure sustainable water use in prescribed wells areas.

Regulated and Significant Tree

The Regulated and Significant Tree Overlay seeks to mitigate the loss of regulated trees through appropriate development and redevelopment.

Stormwater Management

The Stormwater Management Overlay seeks to ensure new development incorporates water sensitive urban design techniques to capture and re-use stormwater.

Signif Retirement Facility Supported Accom Sites

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

The Significant Retirement Facility and Supported Accommodation Sites Overlay seeks to facilitate the development of supported accommodation and/or retirement facilities on significant retirement facility and supported accommodation sites to provide accommodation for the communities' ageing residents.

Traffic Generating Development

The Traffic Generating Development Overlay aims to ensure safe and efficient vehicle movement and access along urban transport routes and major urban transport routes.

Urban Tree Canopy

The Urban Tree Canopy Overlay seeks to preserve and enhance urban tree canopy through the planting of new trees and retention of existing mature trees where practicable.

Is the land situated in a State Heritage Place/Area

No

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.

http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx

Is the land designated as a Local Heritage Place

No

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.

http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code (the Code) to be a significant tree or trees on the land? (Note: there may be regulated and/or significant trees on the land that are not listed in the Code - see below).

No

Under the Planning, Development and Infrastructure Act 2016 (the Act), a tree may be declared as a significant tree in the Code, or it may be declared as a significant or regulated tree by the Planning, Development and Infrastructure (General) Regulations 2017. Under the Act, protections exist for trees declared to be significant and/or regulated trees. Further information regarding protected trees can be found on the PlanSA website: https://plan.sa.gov.au/

Open the Online Planning and Design Code to browse the full Code and Part 10 - Significant Trees for more information.

https://code.plan.sa.gov.au/

Associated Development Authorisation Information

A Development Application cannot be enacted unless the Development Authorisation for Development Approval has been granted.

No

Land Management Agreement (LMA)

No

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

City of Burnside

L O C A L G O V E R N M E N T S E A R C H **Cert1084\26**

24/07/2026

Angie Nguyen
45b Arhtur Street
TRANMERE SA 5073

Billing number: 647488 Valuer General No: 1842755009

Owner: Maximilian Mann
Property Address: 1/21 Leonore Avenue KENSINGTON GARDENS SA 5068

Legal Description: UNIT 1 Sec 272 SP 1607 Vol 5055 Fol 505

Pursuant to Section 187 of the Local Government Act 1999 (as amended), I certify that the following amounts are due and payable and are a charge against the above property:

Rates and Arrears - prior 30/06/2026	0.00
Legal Fees	0.00
Rates for current financial year, which fall due on 01/07/2026 and payable as four instalments on or before 01/12/2026, 01/03/2027, 01/06/2027	1,221.95
Fines and interest for current financial year (2% fine for each late instalment, and .75% interest rate per month on all other outstanding amounts). Fines and interest are incurred on day 1 of each month	0.00
Less Rate Capping Rebate	0.00
Less amount paid for current financial year	(305.45)
Balance of rates and other monies due and payable	$916.50

Instalment/s Due:

Due 01/12/2026	$305.50
Due 01/03/2027	$305.50
Due 01/06/2027	$305.50

ON BEHALF OF THE CITY OF BURNSIDE

Post PO Box 9, Glenside SA 5065
Civic Centre 401 Greenhill Road, Tusmore SA 5065
Phone (08) 8366 4200 **Fax** (08) 8366 4299
Email burnside@burnside.sa.gov.au **www.burnside.sa.gov.au**

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

Street Numbering

Please note Council's official street number for this property is **1/21 Leonore Avenue KENSINGTON GARDENS SA 5068.***

Regulated and Significant Trees

Your attention is drawn to the requirement to obtain Development Approval before undertaking a Tree-damaging activity to a Regulated or Significant tree as defined by the Development Act 1993. Council has established the Regulated and Significant Tree Assistance Scheme which provides partial reimbursement of funds to approved works undertaken to maintain and provide for the ongoing health of Regulated and Significant Trees. Conditions apply. For more information please contact City Development and Safety on 8366 4244.

Waste Collection Service

On the 10 December 2012 the City of Burnside moved to a new 3 Bin and Food Waste Recycling system.

Each rateable property is eligible to receive a standard set of 3 bins: general waste (140L red lid), recycling (240L yellow lid) and organics (240L green lid), as well as a food waste kitchen basket and a new Waste Education Brochure and Calendar. Bins are also available in 140L and 360L (recycle) and 140L (green organics). For further information on the new system and all fees and charges, please refer to Council's web site.

All bins will be supplied by Council and remain the property of Council.

Additional bins for recycling and organic waste may be acquired through a lease agreement with Council. A pro rata charge for the collection of additional recycling and organic bins applies.

Refer to the Kerbside Waste Management Policy for further details.

Payment of Rates at Settlement

It is encouraged that payment of the full year's rates is made when a property is sold.

Section 178(3)(c) of the Local Government Act 1999, states that rates may be recovered as a debt from any other person who was at the ***time of the declaration of the rates an owner or occupier of the land***.

If you have any queries regarding this, please do not hesitate to contact the Rates Department on 8366 4200.

To pay these rates via PEXA

Bpay Biller Code: 8722

Reference Number: 647488

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

The details shown are current as at the date of issue.

PIR Reference No: 2803900

DATE OF ISSUE
27/07/2026

ANGIE M BOSCOLO
POST OFFICE BOX 322
STEPNEY SA 5069

ENQUIRIES:
Tel: (08) 8372 7534
Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER	OWNERSHIP NAME
16792954	M MANN

PROPERTY DESCRIPTION
1 / 21 LEONORE AVE / KENSINGTON GARDENS SA 5068 / UNIT 1

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
1842755009	CT 5055/505	$560,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2026-2027

FIXED CHARGE	$	50.00
+ VARIABLE CHARGE	$	177.40
- REMISSION	$	104.85
- CONCESSION	$	0.00
+ ARREARS / - PAYMENTS	$	0.00
= AMOUNT PAYABLE	$	122.55

Please Note: If a concession amount is shown, the validity of the concession should be checked prior to payment of any outstanding levy amount. The expiry date displayed on this Certificate is the last day an update of this Certficate will be issued free of charge. **It is not the due date for payment.**

EXPIRY DATE **25/10/2026**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
16792954

OWNERSHIP NAME
M MANN

ASSESSMENT NUMBER
1842755009

AMOUNT PAYABLE
$122.55

AGENT NUMBER
100019324

AGENT NAME
ANGIE M BOSCOLO

EXPIRY DATE
25/10/2026

+70214869100022> +001571+ <0550697851> <0000012255> +444+

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

Please Note:

Please check that the property details shown on this Certificate are correct for the land being sold.

The amount payable on this Certificate is accurate as at the date of issue.

This Certificate is only valid for the financial year shown.

If the change of ownership will occur in the following financial year, you must obtain another Certificate after 30 June.

Payment should be made as part of the settlement process.

The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the ESL.

If the amount payable is not paid in full, the purchaser may become liable for all of the outstanding ESL as at the date of settlement.

The owner of the land as at 12:01am on 1 July in the financial year of this Certificate will remain liable for any additional ESL accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.

Provision of this Certificate does not relieve the land owner of their responsibility to pay their Notice of ESL Assessment by the due date.

If the owner of the subject land is receiving an ESL pensioner concession but was not living in the property as their principal place of residence as at 12:01am on 1 July of the current financial year, or is now deceased, you must contact RevenueSA prior to settlement.

For more information:

Visit: www.revenuesa.sa.gov.au
Email: contactus@revenuesa.sa.gov.au
Phone: (08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456285 **Ref: 7021486910** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Community Emergency Services Fund**, along with this **Payment Remittance Advice** to: **Please refer below.** **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

This form is a statement of land tax payable pursuant to Section 23 of the *Land Tax Act 1936*. The details shown are current as at the date of issue.

PIR Reference No: 2803900

DATE OF ISSUE
27/07/2026

ANGIE M BOSCOLO
POST OFFICE BOX 322
STEPNEY SA 5069

ENQUIRIES:
Tel: (08) 8372 7534
Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME
M MANN

FINANCIAL YEAR
2026-2027

PROPERTY DESCRIPTION
1 / 21 LEONORE AVE / KENSINGTON GARDENS SA 5068 / UNIT 1

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
1842755009	CT 5055/505	$435,000.00	0.0000 HA

DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:

CURRENT TAX	**$**	0.00	**SINGLE HOLDING**	**$**	0.00
- DEDUCTIONS	**$**	0.00			
+ ARREARS	**$**	0.00			
- PAYMENTS	**$**	0.00			
= AMOUNT PAYABLE	**$**	**0.00**			

Please Note: If the Current Tax details above indicate a Nil amount, the property may be subject to an Exemption. This exemption should be validated prior to settlement. In order to ensure indemnity for the purchaser of this land, full payment of the amount payable is required:

ON OR BEFORE **25/10/2026**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

Please Note:

Please check that the property details shown on this Certificate are correct for the land being sold.

This Certificate is only valid for the financial year shown.

If the change of ownership will occur in the following financial year, you must obtain another Certificate after 30 June.

Payment should be made as part of the settlement process.

The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the land tax.

If the amount payable is not paid in full on or before the due date shown on this Certificate, the purchaser will not be released from liability of the whole amount of the land tax outstanding as at the date of settlement.

The owner of the land as at midnight on 30 June immediately before the financial year of this Certificate will remain liable for any additional land tax accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.

The amount payable on this Certificate is the land tax payable at the date of issue. However, land tax for a particular financial year may be reassessed at any time, changing the amount payable.

Should a reassessment occur after this Certificate has been paid in full, the purchaser will remain indemnified and will not be responsible for payment of the new land tax payable amount. The owner at the beginning of the relevant financial year will be responsible for payment of any additional land tax payable.

Should a reassessment occur after this Certificate has been issued but not paid in full, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.

Should a reassessment occur after this Certificate has been paid in full and the Certificate is subsequently updated, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.

Provision of this Certificate does not relieve the land owner of their responsibility to pay their Notice of Land Tax Assessment by the due date.

For more information:

Visit:	www.revenuesa.sa.gov.au
Email:	contactus@revenuesa.sa.gov.au
Phone:	(08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456293 **Ref: 7021486829** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Commissioner of State Taxation**, along with this **Payment Remittance Advice** to: **Please refer below.** **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
18 42755 00 9	CT5055505	27/7/2026	7369	2803900

ANGIE M BOSCOLO
PO BOX 322
STEPNEY SA 5069
angie@conveypropertysettlements.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: M MANN
Location: U1 21 LEONORE AVE KENSINGTON GARDENS UNIT 1
Description: 4H/UNIT **Capital Value:** $ 560 000
Rating: Residential

Periodic charges

Raised in current years to 30/9/2026

				$
		Arrears as at: 30/6/2026	:	0.00
Water main available:	1/7/1975	Water rates	:	88.00
Sewer main available:	1/7/1975	Sewer rates	:	103.85
		Water use	:	52.63
		SA Govt concession	:	0.00
		Recycled Water Use	:	0.00
		Service Rent	:	0.00
		Recycled Service Rent	:	0.00
		Other charges	:	0.00
		Goods and Services Tax	:	0.00
		Amount paid	:	244.48CR
		Balance outstanding	:	0.00

Degree of concession: 00.00%
Recovery action taken: FULLY PAID

Next quarterly charges: Water supply: 88.00 Sewer: 103.85 Bill: 14/10/2026

This account has no meter of its own but is supplied from account no 18 42754 99 7.

The Water Use apportionment option is Even.

The apportionment percentage for this account is 33.33%.

If your property was constructed before 1929, it's recommended you request a property interest report and internal 'as constructed' sanitary drainage drawing to understand any specific requirements relating to the existing arrangements.

As constructed sanitary drainage drawings can be found at https://maps.sa.gov.au/drainageplans/.

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

SA Water has no record of an Encumbrance on this property as at the date of issue of this certificate.

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

SA Water

South Australian Water Corporation

Name:
M MANN

Water & Sewer Account
Acct. No.: **18 42755 00 9**

Amount: _____

Address:
U1 21 LEONORE AVE KENSINGTON GARDENS UNIT 1

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1842755009

BPAY

Biller code: 8888
Ref: 1842755009

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at bpay.com.au

Paying online

Pay online at www.sawater.com.au/paynow for a range of options. Have your account number and credit card details to hand.

Paying by phone

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.

SA Water account number: 1842755009

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

STRATA DATA

Date: July 31, 2026
To: Convey Property Settlements
Email: angie@conveypropertysettlements.com.au

Property Address: 1/21 LEONORE AVENUE KENSINGTON GARDENS, SA 5068

Please find enclosed your **$105.60 Section Search** for the above mentioned property.

The section search is the initial search documentation that is required to be issued as a part of the sale contract and includes the following;

- 2 years of Minutes
- The previously accepted financial report
- Current policies of insurance
- Particulars of any contribution payable including any arrears
- Particulars of any expenditure that the corporation has incurred, or has resolved to incur, and to which the unit holder of the unit must contribute, or is likely to be required to contribute
- The articles in force

Payment of updated financial search is recommended prior to settlement to confirm outstanding amounts, Financial Update searches are at a cost of $44.00 inclusive of GST.

Please note all searches are emailed to guarantee fast, efficient delivery.

Important Information: This property is part of a Strata plan, additional approval for pets may be required. This process involves seeking consent from the corporation, which may include a notice period and additional fees. Approval is not guaranteed and is subject to the rules and regulations of the Strata plan. Please consult the attached articles and resolutions for approvals currently in place.

Kind Regards,

Strata Data
For and on behalf of STRATA CORPORATION 1607 INC.

E: reception@stratadata.com.au
P: 08 8372 2777

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

STRATA DATA

Tax Invoice

ABN: 20 080 960 112

Date: 31-Jul-26

Invoice #: SS00001

Convey Property Settlements

Due Date: 31/7/2026

Description		Total
		$105.60
	1/21 Leonore Avenue	
Corporation:	Strata Corporation 1607	
	GST	9.60
	Total	**$ 105.60**

Make all cheques payable to Strata Data or use invoice number as reference when paying by EFT.

647 Portrush Rd, Glen Osmond SA 5064. Tel: Office 8372 2777 Fax 8379 0703

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

STATEMENT PURUSANT TO SECTION 41 (Strata Titles Act 1988 (as amended))

REQUESTED BY:
Name: Convey Property Settlements
Address: angie@conveypropertysettlements.com.au

REGARDING:
Corporation: STRATA CORPORATION 1607 INC.
Unit No. & Address: 1/21 LEONORE AVENUE KENSINGTON GARDENS
Owners: Maximillian Mann

PART 1 : FINANCIAL DETAILS

1.1 Lot Entitlement

Lot Entitlement = 336 Total of all Entitlements = 1000

1.2 Maintenance Contributions

Last Levy Paid	Amount	Paid To
Admin Fund Levy	$818.34	30/09/2026
Sinking Fund Levy	$41.67	30/09/2026
Current Levy	**Amount**	**Frequency**
Admin Fund Levy	$818.34	Quarterly
Sinking Fund Levy	$41.67	Quarterly

1.3 Arrears

Levies	Due as at 31/07/2026	Charged but due after 31/07/2026
Amount Due	$0.00	$0.00
** (NB: Interest accrues daily at 10 % per annum)		
Advance Payments	$0.00	

Biller Code: 96503
Ref: 23201195700000160715

1.4 Lot Expenditure by the Strata Corporation

(a) Incurred by the Corporation to which the unit holder must or is likely to be required to contribute :
Refer minutes of meetings

(b) Resolved by the Corporation to incur, to which the unit holder must or is likely to be required to contribute :
Refer minutes of meetings

1.5 Assets and Liabilities of the Corporation

(a) Fund Name : STRATA DATA CLIENTS TRUST ACCOUNT

(b) Held at : Macquarie Trust Account (BCSA)

(c) Sum standing to the credit of fund: $17,079.26 comprising Admin: $9,898.66 and Sinking: $7,180.60

(d) Amount committed to expenses : Refer to minutes of meetings is incurred for : Refer to minutes of meetings

(e) Amount earmarked for future expenses : Refer to minutes of meetings for the purpose of : Refer to minutes of meetings

(f) Particulars of other assets. All those defined as common property upon the land :

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

Refer to minutes of meetings

(g) Amount held in external account : $0.00

(h) Liabilities (excluding those above as described in 1.2 herein)

Refer to minutes of meetings

Water Payment Method: Individual Owners pay

PART 2 : INSURANCE

Insurer : SCI (Allianz)

Type of Cover	Sum Insured	Policy Number	Expiry Date
Building	$1,441,000.00	SRSC21005569	15/08/2026
Common contents	$14,410.00	SRSC21005569	15/08/2026
Catastrophe Cover	$196,500.00	SRSC21005569	15/08/2026
Voluntary workers	$200,000.00	SRSC21005569	15/08/2026
Office Bearers	$250,000.00	SRSC21005569	15/08/2026
Government Audit Costs	$25,000.00	SRSC21005569	15/08/2026
Fidelity Guarantee	$100,000.00	SRSC21005569	15/08/2026
Lot Owners fixtures and improvements	$300,000.00	SRSC21005569	15/08/2026
Public Liability	$30,000,000.00	SRSC21005569	15/08/2026

Notes

PART 3 : DOCUMENTS SUPPLIED

(a) Minutes of General & Committee Meetings of the Corporation for the last two years

(b) Details of any special or unanimous resolutions affecting the unit or common property passed in the last five (5) years (excluding those contained in (a) above)

(c) Statement of Accounts of the Corporation last prepared

(d) The Articles now in force

(e) All current policies of insurance taken out by the Corporation

PART 4 : DOCUMENT INSPECTION

The Corporation's records are available for inspection at STRATA DATA, 647 PORTRUSH ROAD GLEN OSMOND SA 5064 on any working day between 10:00am and 4:00pm. Phone 8372 2777 to make an appointment.

Statement Dated 31/07/2026

Signed for and on behalf of STRATA CORPORATION 1607 INC.



Effie Garas

Body Corporate Manager

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

Please Note : Conveyancer's attention is drawn to the following :

The Strata Titles Act requires that :

1.1 (schedule 3 pt 12) "A unit holder must immediately notify the Strata Corporation of :
(a) any change in the ownership of the unit, or change in the address of the owner
(b) any change in the occupancy of the unit" (eg. Tenants)
i.e. Let us know ASAP the new owners name and address on the attached form.

1.2 (section 27(5)) "The Corporation may recover an unpaid contribution (and any interest on any such contribution) such as debt from the unit holder of the unit in respect of which the contribution is payable (whether or not that person was the unit holder when the liability arose)" i.e. : The new owner will have to pay any outstandings if you do not adjust them at settlement.

1.3 This statement is issued on the basis that any payment by the unit holder by cheque or other instrument will be honoured at the first presentation. i.e. : if the cheque bounces, the owner's financial details in 1.2/1.3 on page 1 will be wrong.

The information provided in this certificate confirms any levies raised on our system at the time of issue. Please check with Strata Data to see if any recent meetings have taken place and/or special levies have been agreed to but not yet raised/generated on our system.

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

STRATA DATA

ABN 20 080 960 112

647 PORTRUSH ROAD
GLEN OSMOND SA 5064
Phone: 8372 2777
Email: reception@stratadata.com.au

PLEASE COMPLETE AND RETURN VIA EMAIL WHEN SETTLEMENT IS FINALISED

ANY OUTSTANDING ACCOUNTS MUST BE FINALISED AT SETTLEMENT

UNIT OWNER UPDATE

(to be filled in only for new owners)

STRATA CORPORATION 1607 INC.
1/21 LEONORE AVENUE KENSINGTON GARDENS

SETTLEMENT DATE / / 20

UNIT OWNERS NAME

UNIT OWNERS ADDRESS

DATE & PLACE OF BIRTH (COMPANY TITLES ONLY)

CONTACT DETAILS HOME WORK

MOBILE EMAIL

CORRESPONDENCE TO OWNER / AGENT ACCOUNTS TO OWNER / AGENT (please circle)

Will this unit be rented Yes / No , if Yes then please complete the details below

RENTAL MANAGER/AGENTS

(if applicable)

ADDRESS

CONTACT PERSON

CONTACT DETAILS HOME WORK

MOBILE EMAIL

TENANT NAMES

CONTACT DETAILS HOME WORK

MOBILE EMAIL

CONVEYANCER ACTING ON BEHALF OF VENDOR

CONVEYANCER ACTING ON BEHALF OF PURCHASER

Should the need arise for us to make contact with the new owner, it is important for us to have a complete set of accurate and up to date contact details. Please ensure that we are provided with the new owners contact details including a contact phone number, on the form provided.

Thank you for your assistance in keeping our records up-to-date.

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

Minutes of the Annual General Meeting

Corporation	*STRATA CORPORATION 1607 INC.*
Address	*21 LEONORE AVENUE KENSINGTON GARDENS*
Meeting Date	**23rd of July, 2025 commencing at 3:00 PM**
Location	**647 Portrush Road Glen Osmond, South Australia 5064**

Present in Person
Unit: 1 Mr Maximillian Mann
Unit: 2 Brett Michael Bowden
Unit: 3 Ms Deshika Chrishanthi Jayasinghe

Apologies
Nil

Present by Proxy
Nil

In attendance
Effie Garas representing Strata Data

Quorum
The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 3:00 pm.

Chairperson
It was resolved “that Effie Garas of Strata Data assist the Presiding Officer by chairing the meeting”. *Carried Unanimously*

Confirmation of Minutes
It was resolved the minutes of the previous General Meeting(s), held on 25/07/2024 be accepted as a true and correct record of that meeting.” *Carried Unanimously”*

Financial Report
It was resolved “that the statement of income and expenditure for the period Saturday 15 June 2024 to Saturday 14 June 2025 was reviewed, received and accepted as an accurate record of the corporation’s current financial standing.” *Carried Unanimously*

Review of Sums Insured
General Advice Warning
Terandi Pty Ltd (ABN 20 080 960 112) acts as an Authorised Representative (AR Number: 1285659) of Honan Insurance Group (ABN 67 005 372 396, AFSL 246749). Any financial product advice that we give to you (including about a particular insurance policy) is factual and/or general advice only. This document does not take into account your objectives, needs or financial situation. You should consider whether our advice is appropriate for you and review any relevant PDS and policy wordings, Honan Important Notices and Terandi Pty Ltd’s Financial Services Guide before you make any decision about an insurance product.

For a copy of the FSG, policy wordings and Honan important notices you can refer to our website: https://www.stratadata.com.au/insurance/product-disclosure-statements/

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

Strata Data cannot provide advice as to the appropriate level of building insurance. It is suggested that the Corporation arrange for an insurance valuation of the common buildings and areas to avoid a claim not being fully met due to the building being underinsured. Owners must notify Strata Data immediately of any possible claims that may be made against the policy.

Strata Data tabled a quotation from Honan Insurance Brokers detailing insurance premiums from three separate insurers, inclusive of the current insurer. The current insurer also included a suggested Building Insurance increase of 10% as well as the cost of the policy should the Corporation choose to increase the building sum insured by 10%.

The Body Corporate declined to have an insurance valuation but resolved to accept the insurer's proposal to increase the building sum insured by 10%.

It was resolved "that the sums insured be:

Building Insurance	$ 1,441,000.00
Common Area Contents Insurance	$ 1,441.00
Public Liability Insurance	$ 30,000.00
Office Bearers Liability	$ 250,000.00
Catastrophe Insurance	Included
Fidelity Guarantee	$ 100,000.00
Machinery Breakdown	Not Selected
Excess	$ 1000.000
Renewal Date for these sums is	15/08/2025
Last Valuation Date	1/08/2024
Last Valuation Sum	$ 1,310,000.00

Excess may be subject to change at next renewal.

Flood Cover
The policy currently includes flood cover.

Strata Data was appointed to place this insurance with SCI through Honan Insurance Group on behalf of the Corporation." *Carried Unanimously*

Contents and Landlords Insurance
The corporation's insurance policy does not cover an owner's contents (such as carpets, curtains and light fittings) or legal liability within their unit. Owners must take out their own insurance to cover these risks.

If you are in a Strata or Community Strata property and require a contents or landlord insurance policy you can obtain a quote or take cover with CHU by visiting our website https://www.stratadata.com.au/insurance/ or call the Strata Data insurance team on (08) 8372 2777 for guidance.

Use of Contractors
The Body Corporate has complete choice over which contractors they engage to perform maintenance to the common property. The options that the Body Corporate have include:

Preferred Contractors
A Preferred Contractor is a contractor that has been proven to carry up to date & relevant insurance policies, business registration & licensing and their track record of work with Strata Data has shown that they operate at a high level of quality and competence.

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Non-Preferred Contractors (Approved)
A Non-Preferred (Approved) contractor is one that has passed the vetting process relating to Licencing, Insurance and up to date business registrations. Whilst these contractors may carry the correct credentials that legally allow them to conduct business, their quality of work is unknown to Strata Data.

Non Approved Contractors
A Non Approved Contractor is one that is unable to provide appropriate licences and/or insurances. Should the Body Corporate choose to engage these contractors there are many risks involved. Strata Data does not become involved in any aspect of dealing with these contractors, however, upon written instruction from an Office Bearer, Strata Data will make payment of an invoice.

Works Fee
The repair and maintenance of the common property is one of the most important functions of the Body Corporate. As Managers we take this aspect very seriously and take great pride in working with owners and committees to achieve their goals of not only having safe common spaces, but also creating a place that people love and that maximises the value of the property.

The Works fee covers our cost of arranging a quotation (where the works are significant), issuing the work order, paying the invoice and assisting if there is an issue with the completed works.

The Works Fee, is a flat fee of $50 on invoices above $1,000 or a reduced fee of 5% on invoices below $1,000 (e.g. $150 invoice is $7.50 fee).

Maintenance Requirements
Scheduled Cleaning of Gutters and Down Pipes
Strata Data was requested to arrange for cleaning of gutters and downpipes, once per year before winter in the month of May 2025 by the contractor Adelaide General Property Maintenance. That the Presiding Officer is to be notified prior to the gutter cleaning taking place to advise a start date. That Mr Maximillian Mann would notify Strata Data if further cleans required throughout the year.

Grounds Maintenance – Review of Current Schedule
The members present agreed to continue to contract Maintenance Matters to attend to grounds maintenance based on a monthly basis.

Stormwater Preventative Maintenance (Hydrojet Clean)
It was resolved “that no further action was required at this time. That the abovementioned item be placed on the agenda for the next Annual General Meeting.” Carried Unanimously

Sewer Preventative Maintenance (Hydrojet Clean)
It was resolved “that no further action was required at this time. That the abovementioned item be placed on the agenda for the next Annual General Meeting.” Carried Unanimously

White Ant Inspection
Strata Data was requested to engage Exit Pest to undertake the White Ant inspection.
The contractor to send a letter to all residents with a minimum of 2 weeks’ notice prior to commencing the work.

Other Relevant Business
Sinking Fund Analysis
Section 33A of the Strata Title Act places an obligation on the Body Corporate to provide a statement to its members outlining the estimated expenditure (other than recurrent expenditure) for a period of up to 5 years. Strata Data recommended that a sinking fund analysis be obtained and tabled at the next Annual General Meeting for review.

It was resolved “that the Body Corporate declined to obtain a Sinking Fund Analysis at this time and resolved to discuss obtaining the report at the next Annual General Meeting”. *Carried Unanimously*

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Maintenance Condition and Safety Report
The Body Corporate has a duty of care to ensure that the Common Property is free from hazards. The Strata Titles Act places an obligation upon the Body Corporate to maintain the Common Property, in doing so many hazards can be identified and reduced.

Strata Data recommends that the Body Corporate obtain a Maintenance Condition and Safety Report to assist in identifying all areas requiring repair and maintenance, as well as any areas that may pose a risk to any person's health and safety.

It was resolved "that completion of a Maintenance Condition and Safety Report is not required at this time." *Carried Unanimously*

Strata Data aims to have maintenance works completed quickly and within reasonable costs. When owners/agents send maintenance requests to Strata Data, we ask that wherever possible photos, location, and a description of the works be provided. This is to ensure that when an appropriate contractor is sent to site works can be completed quickly, resulting in lower costs to the Corporation.

Resident Engagement
Strata Data believes that a sense of engagement amongst residents is important in building community. Therefore, should you wish to organise a working bee, sausage sizzle or order pizzas etc. for a "Get to Know Your Neighbours" event, the costs can be re-imbursed by the Corporation. Simply forward to your Body Corporate Manager receipts approved by the Committee or an Office Bearer as applicable. The cost of the event can be funded from existing funds or by adding a specific line item in the budget.

Approvals, Alterations & Additions
Strata Data advised that should an owner at any time other than an Annual General Meeting choose to apply to the corporation for an approval of any kind which is for the exclusive benefit of that owner the prescribed meeting fee will apply and shall be charged to that owner.

Level of Maintenance Fund Contributions

a) Administration Fund – Recurrent Expenditure

Strata Data advised that owners must make provision for day-to-day, re-current expenses through an Administration Fund and presented an estimate of budget requirements for the coming year.

b) Sinking Fund – Non-Recurrent Expenditure

Strata Data advised that owners must make provision for long term, non-recurrent maintenance expenditure through a sinking fund and presented an estimate of budget requirements for the coming year while recommending that the corporation look at obtaining a Sinking Fund Analysis.

The Body Corporate Manager tabled a budget with a total annual contribution of $ 10,320.00.

After discussion it was resolved "that the Annual Contributions be as follows:

Administration Fund	$ 9,820.00
Sinking Fund	$ 500.00
Total Contribution	$10,320.00

This contribution is payable quarterly and divided equal on 1 October 2025.

Any major works unable to be paid from accumulated funds or any fund shortages are to be paid by way of a special levy." *Carried Unanimously*

All owners are reminded that levies are due 1st January, 1st April, 1st July & 1st October.

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

Election of Officers
It was resolved Moved “that Mr Maximillion Mann be appointed to the positions of Presiding Officer, Secretary and Treasurer for the forthcoming year. That the Presiding Officer be delegated authority to make decisions (that require ordinary resolutions only) on behalf of the Corporation and be the main contact point between Strata Data and the corporation. That a committee comprising of the Office Bearers is appointed.” *Carried Unanimously*

Appointment of Body Corporate Manager
It was resolved “That Strata Data be re-appointed as body corporate manager at the fee specified in the budget. That the Presiding Officer be authorised to sign the agreement on behalf of the Body Corporate. As it is mandatory under the Act to have a signed agreement, if the agreement has not been returned to Strata Data within 14 days, that the Body Corporate Manager sign the agreement on behalf of the Body Corporate. At the completion of the term, the appointment continues (with a 28-day notice period), unless decided otherwise at a general meeting of the Corporation.” *Carried Unanimously*

The Management Agreement will be available via the Client Portal following signing of the agreement.

The agreed management fee for the coming year is $1,440.00 including GST.

Next Annual General Meeting
The next Annual General Meeting will be held on Wednesday 22 July 2026 at 3:00 pm via Zoom and by RSVP for a meeting location.

Closure
There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 3:25 pm.



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Minutes of the Annual General Meeting

Corporation	*STRATA CORPORATION 1607 INC.*
Address	*21 LEONORE AVENUE KENSINGTON GARDENS*
Meeting Date	**22nd of July, 2026 commencing at 3:00 PM**
Location	**647 Portrush Road Glen Osmond, South Australia 5064**

Present in Person
Unit: 1 Maximillian Mann
Unit: 2 Brett Michael Bowden
Unit: 3 Deshika Chrishanthi Jayasinghe

Apologies
Nil

Present by Proxy
Nil

In attendance
Effie Garas representing Strata Data

Quorum
The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 3:00 pm.

Chairperson
It was resolved “that Effie Garas of Strata Data assist the Presiding Officer by chairing the meeting”. *Carried Unanimously*

Confirmation of Minutes
It was resolved “that the minutes of the previous General Meeting(s), held 23/07/2025 be accepted as a true and correct record of that meeting.” *Carried Unanimously”*

Financial Report
It was resolved “that the statement of income and expenditure for the period Sunday 15 June 2025 to Sunday 14 June 2026 was reviewed, received and accepted as an accurate record of the corporation’s current financial standing.” *Carried Unanimously*

Review of Sums Insured
General Advice Warning
Terandi Pty Ltd (ABN 20 080 960 112) acts as an Authorised Representative (AR Number: 1285659) of Honan Insurance Group (ABN 67 005 372 396, AFSL 246749). Any financial product advice that we give to you (including about a particular insurance policy) is factual and/or general advice only. This document does not take into account your objectives, needs or financial situation. You should consider whether our advice is appropriate for you and review any relevant PDS and policy wordings, Honan Important Notices and Terandi Pty Ltd’s Financial Services Guide before you make any decision about an insurance product.

For a copy of the FSG, policy wordings and Honan important notices you can refer to our website: https://www.stratadata.com.au/insurance/product-disclosure-statements/

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Strata Data cannot provide advice as to the appropriate level of building insurance. It is suggested that the Corporation arrange for an insurance valuation of the common buildings and areas to avoid a claim not being fully met due to the building being underinsured. Owners must notify Strata Data immediately of any possible claims that may be made against the policy.

Strata Data tabled a quotation from Honan Insurance Brokers detailing insurance premiums from three separate insurers, inclusive of the current insurer. The current insurer also included a suggested Building Insurance increase of 10% as well as the cost of the policy should the Corporation choose to increase the building sum insured by 10%.

The Body Corporate declined to have an insurance valuation but resolved to accept the insurer's proposal to increase the building sum insured by 10%.

It was resolved "that the sums insured be:

Building Insurance	$1,585,100.00
Common Area Contents Insurance	$15,851.00
Public Liability Insurance	$30,000,000.00
Office Bearers Liability	$250,000.00
Catastrophe Insurance	$216,150.00
Fidelity Guarantee	$100,000.00
Machinery Breakdown	Not Selected
Excess	$1,000.00
Renewal Date for these sums is	15/08/2026
Last Valuation Date	01/08/2024
Last Valuation Sum	$1,310,000.00

Excess may be subject to change at next renewal.

Flood Cover
The policy currently includes flood cover.

Strata Data was appointed to place this insurance with SCI through Honan Insurance Group on behalf of the Corporation." *Carried Unanimously*

Use of Contractors
The Body Corporate has complete choice over which contractors they engage to perform maintenance to the common property. The options that the Body Corporate have include:

Preferred Contractors
A Preferred Contractor is a contractor that has been proven to carry up to date & relevant insurance policies, business registration & licensing and their track record of work with Strata Data has shown that they operate at a high level of quality and competence.

Non-Preferred Contractors (Approved)
A Non-Preferred (Approved) contractor is one that has passed the vetting process relating to Licencing, Insurance and up to date business registrations. Whilst these contractors may carry the correct credentials that legally allow them to conduct business, their quality of work is unknown to Strata Data.

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Works Fee
The repair and maintenance of the common property is one of the most important functions of the Body Corporate. As Managers we take this aspect very seriously and take great pride in working with owners and committees to achieve their goals of not only having safe common spaces, but also creating a place that people love and that maximises the value of the property.

The Works fee covers our cost of arranging a quotation (where the works are significant), issuing the work order, paying the invoice and assisting if there is an issue with the completed works.

The Works Fee, is a flat fee of $50 on invoices above $1,000 or a reduced fee of 5% on invoices below $1,000 (e.g. $150 invoice is $7.50 fee).

Maintenance Requirements
Scheduled Cleaning of Gutters and Down Pipes
Strata Data was requested to arrange for cleaning of gutters and downpipes, once per year before winter in the month **of** May 2027 by the contractor Adelaide General Property Maintenance.

Grounds Maintenance – Review of Current Schedule
The members present agreed to continue to contract Maintenance Matters to attend to grounds maintenance on a monthly basis.

Stormwater Preventative Maintenance (Hydrojet Clean)
It was agreed that no further action was required at this time.

Sewer Preventative Maintenance (Hydrojet Clean)
It was agreed that no further action was required at this time.

White Ant Inspection
Strata Data was requested to arrange Exit Pest to undertake the white ant inspection to the units in October 2026.

Other Relevant Business
Sinking Fund Analysis
Section 33A of the Strata Title Act places an obligation on the Body Corporate to provide a statement to its members outlining the estimated expenditure (other than recurrent expenditure) for a period of up to 5 years. Strata Data recommended that a sinking fund analysis be obtained and tabled at the next Annual General Meeting for review.

Maintenance Condition and Safety Report
The Body Corporate has a duty of care to ensure that the Common Property is free from hazards. The Strata Titles Act places an obligation upon the Body Corporate to maintain the Common Property, in doing so many hazards can be identified and reduced.

Strata Data recommends that the Body Corporate obtain a Maintenance Condition and Safety Report to assist in identifying all areas requiring repair and maintenance, as well as any areas that may pose a risk to any person’s health and safety.

It was resolved “that completion of a Maintenance Condition and Safety Report is not required at this time.” *Carried Unanimously*

Strata Data aims to have maintenance works completed quickly and within reasonable costs. When owners/agents send maintenance requests to Strata Data, we ask that wherever possible photos, location, and a description of the works be provided. This is to ensure that when an appropriate contractor is sent to site works can be completed quickly, resulting in lower costs to the Corporation.

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Resident Engagement
Strata Data believes that a sense of engagement amongst residents is important in building community. Therefore should you wish to organise a working bee, sausage sizzle or order pizzas etc. for a "Get to Know Your Neighbours" event, the costs can be re-imbursed by the Corporation. Simply forward to your Body Corporate Manager receipts approved by the Committee or an Office Bearer as applicable. The cost of the event can be funded from existing funds or by adding a specific line item in the budget.

Asbestos Survey
Strata Data recommends that Bodies Corporate consider if it is appropriate to engage a suitably qualified, insured and registered contractor to conduct an asbestos survey of the property and, if asbestos is identified at the property, compile an asbestos management plan and onsite register.

It was resolved by the members present "that there was no necessity for owners to update the existing Asbestos report and will continue to provide it to contractors where necessary. The current register should be reviewed at least once every five years to ensure it is kept up to date. The next review is anticipated in five years." *Carried Unanimously*

Approvals, Alterations & Additions
Strata Data advised that should an owner at any time other than an Annual General Meeting choose to apply to the corporation for an approval of any kind which is for the exclusive benefit of that owner the prescribed meeting fee will apply and shall be charged to that owner.

Level of Maintenance Fund Contributions

a) Administration Fund – Recurrent Expenditure

Strata Data advised that owners must make provision for day-to-day, re-current expenses through an Administration Fund and presented an estimate of budget requirements for the coming year.

b) Sinking Fund – Non-Recurrent Expenditure

Strata Data advised that owners must make provision for long term, non-recurrent maintenance expenditure through a sinking fund and presented an estimate of budget requirements for the coming year while recommending that the corporation look at obtaining a Sinking Fund Analysis.

The Body Corporate Manager tabled a budget with a total annual contribution of $10,929.00 This Budget was not approved:

After discussion it was resolved that the Annual Contributions be as follows:

Administration Fund	$9,820.00
Sinking Fund	$500.00
Total Contribution	$10,320.00

This contribution is payable quarterly and divided equal on 1 October 2026

Any major works unable to be paid from accumulated funds or any fund shortages are to be paid by way of a special levy." *Carried Unanimously*

All owners are reminded that levies are due 1st January, 1st April, 1st July & 1st October.

Election of Officers
It was resolved that Mr Maximilion Mann be appointed to the positions of Presiding Officer, Secretary and Treasurer for the forthcoming year. That the Presiding Officer be delegated authority to make decisions (that require ordinary resolutions only) on behalf of the Corporation, and be the main contact point between Strata Data and the corporation. That a Committee comprising of the Office Bearers is appointed." *Carried Unanimously*

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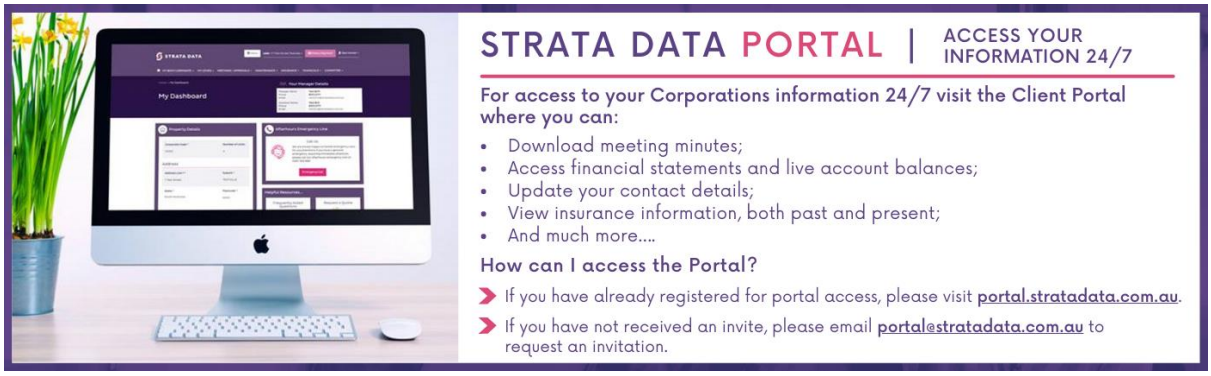
Appointment of Body Corporate Manager
It was resolved “That Strata Data be re-appointed as body corporate manager at the fee specified in the budget. That the Presiding Officer be authorised to sign the agreement on behalf of the Body Corporate. As it is mandatory under the Act to have a signed agreement, if the agreement has not been returned to Strata Data within 14 days, that the Body Corporate Manager sign the agreement on behalf of the Body Corporate. At the completion of the term, the appointment continues (with a 28 day notice period), unless decided otherwise at a general meeting of the Corporation.” *Carried Unanimously*

The Management Agreement will be available via the Client Portal following signing of the agreement.

The agreed management fee for the coming year is $1,512.00 including GST.

Next Annual General Meeting
The next Annual General Meeting will be held on Wednesday 21st of July 2027 at 3:00 pm via Zoom.

Closure
There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 3:19 pm.



Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

STRATA DATA

Summary Financial Statement

STRATA CORPORATION1607 INC.
Address: 21 LEONORE AVENUE KENSINGTON GARDENS, South Australia 5068
ABN: 71465229017

INCOME & EXPENDITURE STATEMENT

BETWEEN 15/06/2025 AND 14/06/2026

	ADMIN	SINKING	TOTAL
Description			
INCOME			
Admin Fund Levy	$10,638.42	-	$10,638.42
Interest Received	$437.22	-	$437.22
Sinking Fund Levy	-	$541.71	$541.71
TOTAL INCOME	**$11,075.64**	**$541.71**	**$11,617.35**
OUTGOINGS			
Audit	$184.00	-	$184.00
Body Corporate Management	$1,683.04	-	$1,683.04
Disbursements	$234.24	-	$234.24
General Repairs & Maintenance	$103.78	-	$103.78
Grounds Maintenance	$1,272.27	-	$1,272.27
Gutter Cleaning	$750.76	-	$750.76
Income Tax Payment / Refund	$82.63	-	$82.63
Insurance Premium	$3,938.60	-	$3,938.60
Meeting Fees	$141.00	-	$141.00
Pest Control	$381.15	-	$381.15
Public Officer	$134.00	-	$134.00
Tax Return	$221.00	-	$221.00
WHS Compliance	$140.00	-	$140.00
TOTAL OUTGOINGS	**$9,266.47**		**$9,266.47**

SUMMARY

OPENING BALANCE AS AT 15/06/2025	$8,624.29	$6,597.22	$15,221.51
TOTAL INCOME	$11,075.64	$541.71	$11,617.35
TOTAL OUTGOINGS	$9,266.47	$0.00	$9,266.47
CLOSING BALANCE AS AT 14/06/2026	**$10,433.46**	**$7,138.93**	**$17,572.39**
NET SURPLUS	$1,809.17	$541.71	$2,350.88

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

STRATA DATA

Summary Financial Statement

STRATA CORPORATION 1607 INC.
Address: 21 LEONORE AVENUE KENSINGTON GARDENS, South Australia 5068
ABN: 71465229017

INCOME & EXPENDITURE STATEMENT
BETWEEN 15/06/2024 AND 14/06/2025

	ADMIN	SINKING	TOTAL
INCOME			
Admin Fund Levy	$9,580.08	-	$9,580.08
Interest Received	$496.66	-	$496.66
Sinking Fund Levy	-	$500.04	$500.04
TOTAL INCOME	**$10,076.74**	**$500.04**	**$10,576.78**
OUTGOINGS			
Audit	$179.00	-	$179.00
Body Corporate Management	$1,368.04	-	$1,368.04
Building Repairs & Maintenance	-	$14,850.00	$14,850.00
Disbursements	$217.80	-	$217.80
General Repairs & Maintenance	$103.78	-	$103.78
Grounds Maintenance	$1,281.69	-	$1,281.69
Insurance Premium	$3,391.15	-	$3,391.15
Insurance Valuation	$275.00	-	$275.00
Meeting Fees	$141.00	-	$141.00
Pest Control	$363.00	-	$363.00
Public Officer	$130.00	-	$130.00
Tax Return	$215.00	-	$215.00
WHS Compliance	$135.00	-	$135.00
TOTAL OUTGOINGS	**$7,800.46**	**$14,850.00**	**$22,650.46**

SUMMARY

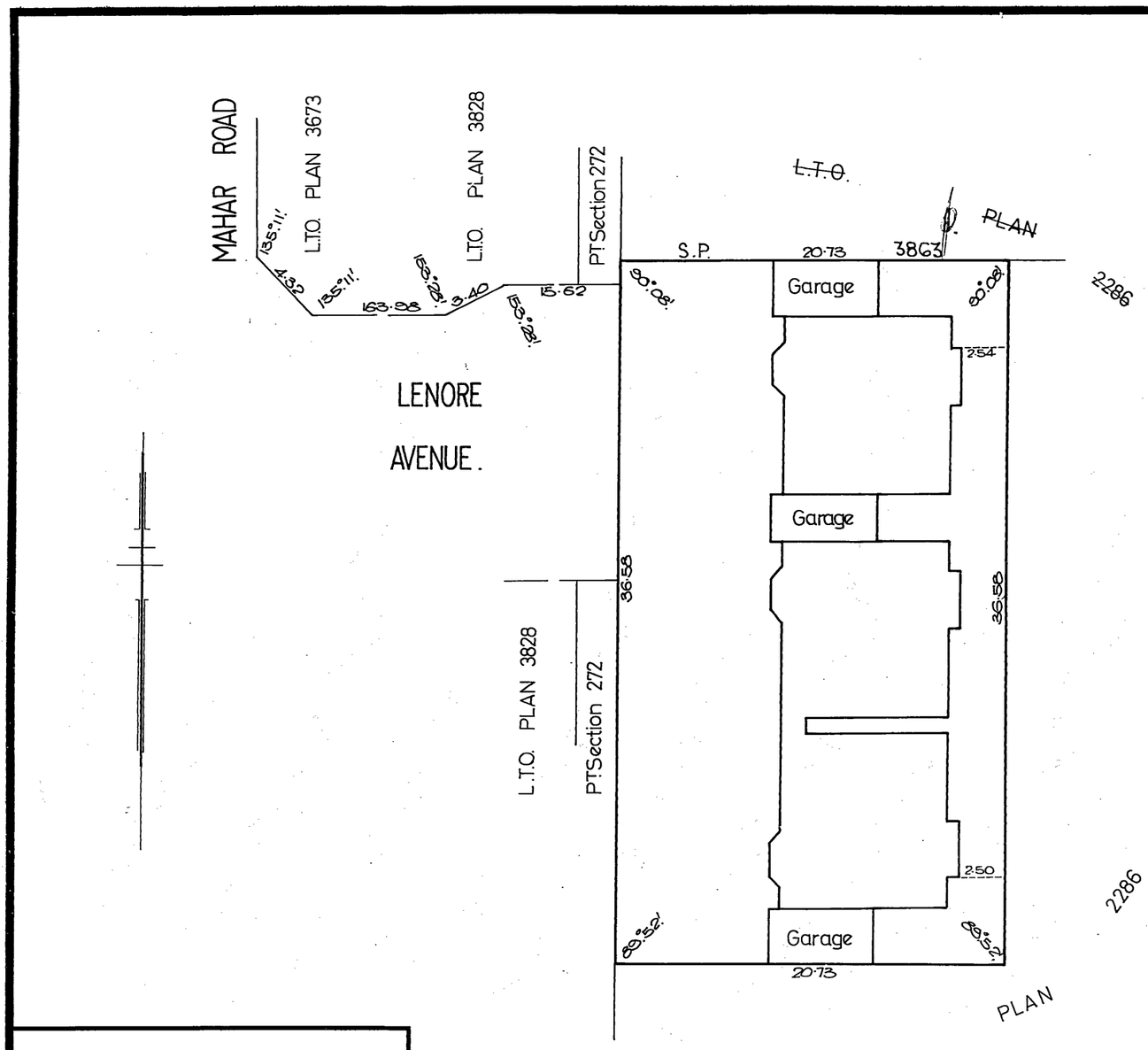
OPENING BALANCE AS AT 15/06/2024	$6,348.01	$20,947.18	$27,295.19
TOTAL INCOME	$10,076.74	$500.04	$10,576.78
TOTAL OUTGOINGS	$7,800.46	$14,850.00	$22,650.46
CLOSING BALANCE AS AT 14/06/2025	**$8,624.29**	**$6,597.22**	**$15,221.51**
NET SURPLUS	$2,276.28	($14,349.96)	($12,073.68)

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

STRATA PLAN 1607

1ST. OF 3 SHEETS

ACCEPTED AND DEPOSITED
CHIEF DRAFTING OFFICER
Pro Registrar-General 4/10/1974



HUNDRED OF ADELAIDE

PT Section 272

PT LOTS 6&7 OF L.T.R.O. PLAN 2286

in the area named

KENSINGTON GARDENS

0 5 10 15 20

SCALE 1:200 Metres

REFERENCE Vol. 2620 Fol. 71

SITE PLAN

TODD & Co.
SURVEYING AND PLANNING CONSULTANTS
20 FRANKLIN ST., ADELAIDE 5000
PHONE 51 2786
FILE REF.
TA2176 /

I, Raymond James Todd a Licensed Surveyor within the meaning of the Surveyors Act, 1935-1961, do hereby certify:

1. that all the units and unit subsidiaries and all buildings and other structures depicted hereon are wholly comprised within the boundaries of the parcel delineated on this strata plan;
2. that this strata plan represents an accurate delineation of the units and unit subsidiaries (if any) as constructed or laid out on the parcel;
3. that this strata plan complies with the requirements of regulation 19 of the Real Property Act (Strata Titles) Regulations, 1969.

Dated this 22ND day of AUGUST 1974.

R J Todd

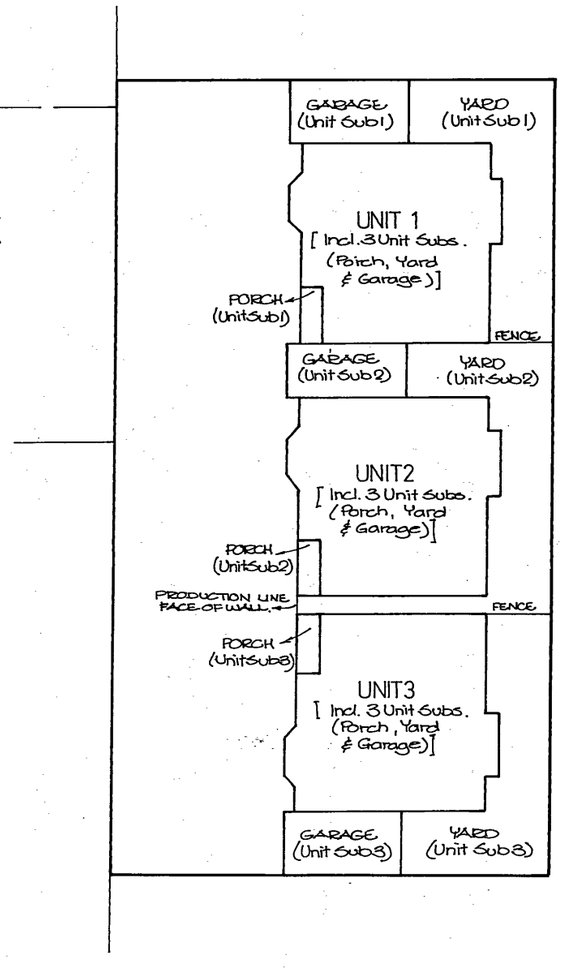
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STRATA PLAN 1607

2ND. OF 3 SHEETS

ACCEPTED AND DEPOSITED
CHIEF DRAFTING OFFICER
For Registrar-General 4/10/1974

LENORE AVENUE



NOTE:
The lower and upper boundaries of the Unit Subsidiaries shown as Yards are existing ground level and 2.00 metres above existing ground level respectively.

SCALE 0 5 10 15 20 Metres
1:200

TODD & Co.
SURVEYING AND PLANNING CONSULTANTS
20 FRANKLIN ST., ADELAIDE 5000
PHONE 51 2786
FILE REF.
TA 2176. /

GROUND FLOOR PLAN

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

SCHEDULE OF UNIT ENTITLEMENT

UNIT Nº	UNIT ENTITLEMENT	CURRENT C's. of T. VOLUME	CURRENT C's. of T. FOLIO	UNIT Nº	UNIT ENTITLEMENT	CURRENT C's. of T. VOLUME	CURRENT C's. of T. FOLIO
1	336						
2	332						
3	332						
AGGREGATE	1000			AGGREGATE			
				COMMON PROPERTY			

Authenticated Vide Application Nº 3668972

J.E. Cresswell
Registrar General.

REGISTRAR-GENERAL SOUTH AUSTRALIA

STRATA PLAN 1607

3RD. of 3 SHEETS

ACCEPTED AND DEPOSITED

CHIEF DRAFTING OFFICER
Pro Registrar General

4/10/1974

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

Signature Asbestos Register S2.1

for

21 Leonore Avenue Kensington Gardens

Strata Corp # 1607



Inspection Details

Date of inspection: 2nd August 2013

Inspector name: Gerard Joss

This Site Specific Asbestos Register should be referenced in conjunction with the Asbestos Management Plan

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

TABLE OF CONTENTS

THIS REGISTER CONTAINS 3
HOW TO USE THE REGISTER 3
ASBESTOS HAZARD ASSESSMENT SUMMARY TABLE 4
MANAGEMENT OF ASBESTOS ON SITE 6
Priority Levels 6
Register Limitations 7
Access Limitations 7
Sampling 7
NEW LAWS January 2013 as per Safe Work Australia bulletin 8
HARMONISED HEALTH AND SAFETY LAWS apply to Asbestos 8
Information for Tenants, Owners and Tradespersons 8
Asbestos is typically found: 9
How is asbestos identified? 9
Photographic examples of asbestos: 10
What law applies? 12
What you must do: 13
Register of ACM 13
Insurance and litigation 14
Annual Re-assessment 14

THIS REGISTER CONTAINS

1. The table of the survey indicating the location and condition of the Asbestos or ACM identified on site including:

    a. a Hazard Assessment conducted on the date this register was prepared;
    b. an Asbestos Hazard Register;
    c. background information on the identification of Asbestos and where it can be found
    d. photographic examples of Asbestos Containing Materials
    e. information on the law, insurance and other legal matters

2. An Asbestos Hazard Site Pack including:

    a. Site Entry Permit,
    b. Safe Method Work Statement / Job Safety Analysis Worksheet
    c. Recommended safe working practices for:

        - Drilling for asbestos containing material
        - Sealing, painting, coating and cleaning of asbestos cement products
        - Cleaning leaf litter from gutters of asbestos cement roofs
        - Replace cabling in asbestos cement conduits or boxes
        - Working on electrical mounting boards (switchboards) containing asbestos

    AND information on

        - Where you are likely to find asbestos
        - Photos of asbestos containing materials

HOW TO USE THE REGISTER

All persons MUST use the register and controls by completing the work safe permit thus demonstrating their safety skill set and understand where the location of the asbestos containing materials are on site.

Each person must conduct a risk assessment to determine if his or her work can be undertaken without disturbing the asbestos identified on site.

- If work can be safely undertaken, all asbestos related work should be recorded, in the Asbestos Hazard Site Pack provided,
- If it is unsafe to continue work, due to the potential release of asbestos fibre, the persons conducting the work **MUST STOP** and immediately contact the manager in control.

Should any renovation, maintenance or demolition work involving asbestos or asbestos related materials (ACM) be planned, persons involved must comply with all mandatory and site management protocols.

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ASBESTOS HAZARD ASSESSMENT SUMMARY TABLE

Assessed by: **Gerard Joss**

Assessment date: **2nd August 2013**

Review date: 1 year from assessment date

Reassess risk regularly, particularly when

- There is evidence that the risk assessment is no longer valid;
- A significant change is proposed in the work area (in place or in work practice);
- There is a change in the condition of the ACM;
- The ACM has been removed, enclosed or sealed.

ALL CONTRACTORS MUST SIGHT THIS ASBESTOS REGISTER PRIOR TO COMMENCEMENT OF WORKS

IMPORTANT – NATA testing records are to be kept with the Asbestos Hazard Register (where applicable)

No	Photo	Location	Description/Type	Condition Good/Ave/poor	Friable/ Non-Friable?	Current Controls What controls are currently in place (including labelling)?	Risk Level High Med Low	Control Measure - Elimination - Substitution -Engineering/Isolation - Administrative - PPE	Sample No
All work on or near currently identified ACM must have Safe Work Practices applied (Refer to Safe Work Practices contained in S2.2 [Asbestos Site Hazard Pack] or S3 [Asbestos Management Plan])									
1. 1		Roof Eaves /Soffits 	Cement Sheeting suspected of containing asbestos	Good	F	None	Mod	Administration /PPE	NA
2.		Lower window panels	Cement Sheeting suspected of containing asbestos	Good	F	None	Mod	Administration /PPE	NA

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3.		Roof cavity	Suspected hazard from friable material such as ACM flues, fireproofing or cement sheeting and /or other unknown harmful fibres/dust	Unknown	Unknown	None	Mod	Administration /PPE	NA
4.		Elec. Meter Box	ACM backing and/ or components such as Zelemite switchboard panels and /or electrical fuse holders	Good	F	None	Mod	Administration /PPE	NA

Notes:

Friable ACM examples include: pipe lagging, boiler insulation, fire retardant material on steel work, sprayed insulation.

Non Friable ACM (usually bonded or mixed with cement or similar material and cannot be crumbled, pulverised or reduced to powder by hand pressure) examples include: asbestos cement sheet, asbestos cement moulded products, bitumen-based water proofing, vinyl floor tiles in good condition.

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MANAGEMENT OF ASBESTOS ON SITE

Priority Levels

The ultimate goal of the asbestos management and control regime is for all workplaces to be free from ACM. This goal will not be achieved overnight, however, so it is important that all ACM be managed and controlled depending on the risk it poses. As such, in the Asbestos Site Survey, each item of presumed or confirmed ACM is given a priority ranking between "critical" for a high risk incidence through to "low risk" ranking for a low risk of exposure. This indicates how it should be managed. The different Priority Levels are explained below.

A site with ACM **must** have controls in place i.e. "Site Safety register and Folder, Asbestos Register and Asbestos Hazard Site Pack"

Priority Ranking Level	Meaning & Recommended Control Measures
Critical Risk Immediate Removal Action Required	Based on the condition of the ACM there is an indication of an immediate or elevated health risk to workers. The ACM has been identified as High Risk, and cannot be controlled through enclosure, encapsulation or sealing. Access to the area containing the ACM should be restricted and the ACM should be safely removed immediately.
High Risk Plan for removal	Based on the condition of the ACM, the likelihood that it will be disturbed and the likelihood of a person being exposed to respirable asbestos fibres, the ACM poses a potential health risk to workers in their current state. This risk is determined as requiring immediate action of the preferred control measure - elimination. Immediate removal of the asbestos containing materials is recommended. Failing removal - control measures to stabilise and isolate the material from access by any non-essential workers with regular monitoring of the condition of the material is the minimum that would be acceptable, until asbestos removal can be arranged.
Moderate Risk, Planned monitoring	Based on the condition of the ACM, the likelihood that it will be disturbed, and the likelihood of a person being exposed to respirable asbestos fibres, the ACM does not present an immediate health risk unless further disturbed. Control measures must be implemented to undertake any necessary repairs and maintenance and protect these materials from further damage, including installation of warning signs. Reassessment of this priority ranking should be undertaken when any change to the work environment or the work activity within the environment is planned.
Low Risk	Products or bonded ACM that pose low health risk to workers. This material is currently undamaged, stable, non-friable, within a low assessable area. Control measures to protect these materials from damage would include identifying materials with warning signs and providing asbestos awareness instruction to workers by way of workplace training. Reassessment of this priority rating should be undertaken when any change to the work environment or the work activity within the environment is planned. E.g. low probability of disruption e.g. a well secured eave boards.

Register Limitations

The Asbestos Site Survey is designed to meet the specific needs of Strata Plan and associated Owners Corporations and areas inspected do not include private property, e.g. balconies and inside individual units as the Owner of a private dwelling is not required to comply with the regulation.

It is not always possible to view all areas of the building as access is not physically possible and or would involve the demolition or partial demolition, or work off ladders. As Focus Fire and Safety inspectors perform all on site inspections alone, they are unable to meet the legislative obligations for OH & S with regard to these activities.

As a general guide, Asbestos Containing Materials (ACM), if stable and inaccessible, should be left in situ until demolition, partial demolition or renovation. Where in situ asbestos materials are in a stable condition, but accessible, they should be controlled appropriately through encapsulation, sealing, enclosure or removal. However, ACM that is friable, poorly bonded or in an unstable condition, must be removed. Please note that if ACM is to be removed, removal must be done in accordance with the Safe Removal of Asbestos Code Of Practice.

Where access was unavailable to the roof we have used the latest available aerial photos, coupled with information from the on-site inspection and additional information we have obtained regarding the materials used, in order to make the determinations within this report. If the roof has been changed since the date of the aerial photo then the recommendations regarding the presence of Asbestos Containing Material on the roof may not be applicable.

Access Limitations

In some instances, ACM may be present in areas that cannot be accessed without implementing destructive sampling techniques. As such, it may not be possible to positively identify the presence of all ACM on the property. Where there is reason to suspect ACM in areas that cannot be inspected, we will presume it to be present and recommend that appropriate measures be taken.

Sampling

Only laboratory analysis of samples of the particular material can conclusively identify the presence, type, and proportion of asbestos. Samples of paint, insulation material and other building materials are taken and subjected to tests by an independent testing agency.

Focus Fire and Safety cannot conclusively assess the presence or absence of Asbestos and rely on the results of these independent tests (where conducted). Focus Fire and Safety will forward to the recipient of the Asbestos Site Survey any report or findings of the independent testing agency, in the form provided by the independent testing agency, when they become available.

If it is unreasonable to collect sample material, due to accessibility or potential to cause damage to the area, making the release of airborne asbestos fibres more likely, the law specifies that our inspector, as a competent person, can presume the presence of asbestos, or asbestos containing materials based on their observations and experience, and that their presumption requires the steps for asbestos safety compliance to be met by the person in control of that workplace.

Such areas that may require our inspector to make informed presumptions about the likelihood of the presence of asbestos or ACM include:

- Roof cavities
- Wall cavities
- Sub floor
- Plant and equipment inner linings/gaskets
- Painted and coated fencing
- Electrical installations
- Beneath floor coverings
- Penetrations in solid wall cavities and concrete floor slabs
- Pipework in wall cavities
- Heater banks in air conditioning ductwork
- Fire doors
- Inaccessible service ducts/risers
- Lift shafts
- Underground piping etc.

NEW LAWS January 2013 as per Safe Work Australia bulletin

HARMONISED HEALTH AND SAFETY LAWS apply to Asbestos

The Commonwealth and each state and territory government have agreed to harmonise their work health and safety laws, including Regulations and Codes of Practice.

The Commonwealth and each state and territory will be required to enact laws that reflect the model work health and safety laws by the end of December 2012. The laws will be adopted by QLD and NSW to commence on 1 January 2012 and SA no later than January 2013, VIC has delayed adoption of harmonised WHS legislation for 12 months.

Model Codes of Practice are being developed and implemented at the same time as the model WHS Regulations. This survey meets the standards for compliance as detailed in the model Code of Practice for 'How to Manage and Control Asbestos in the Workplace' and more importantly applies Risk Assessment principles based on AS 4801.

Information for Tenants, Owners and Tradespersons

Asbestos is a fibrous mineral, which was used extensively in buildings, primarily for its heat-resistant and bonding qualities. The inhalation of airborne asbestos fibres has been linked to a number of respiratory diseases, including asbestosis, mesothelioma and lung cancer. These fibres are released and become airborne from loose ('friable') asbestos and from bonded asbestos in ACM when it is damaged or disturbed.

Materials containing asbestos were used extensively in many buildings until the late 1980s and less frequently thereafter until the 31st December, 2003, when they were banned from use in Victoria due to the health risks their use poses. Since the ban on asbestos in 2003, workers are now most likely to be exposed to airborne asbestos fibres during removal, demolition and maintenance work involving ACM.

Materials containing asbestos were used extensively in many buildings until the late 1980s and less frequently thereafter until the 31st December, 2003, when they were banned from use in Victoria due to the health risks their use poses. Since the ban on asbestos in 2003, workers are now most likely to be exposed to airborne asbestos fibres during removal, demolition and maintenance work involving ACM.

As buildings containing asbestos age and are maintained, remodelled or demolished, the potential for exposure to asbestos fibres increases for workers and members of the public. For this reason, requirements for managing and removing asbestos and ACM have been introduced.

As a basic guide, tenants and owners can manage the risks of asbestos by:

- Being aware of what asbestos is and where it can be found;
- Having suspicious materials sampled and tested by a competent person and by treating suspicious materials as though they are asbestos;
- Being aware of the responsibilities of clients (Which can include householders and renovators) and the responsibilities of asbestos removalists under relevant legislation (see below);
- Ensuring that work involving the removal of 10 or more square metres of bonded asbestos is carried out by a licensed asbestos removalist;
- Ensuring the work involving the removal of any amount of friable asbestos is carried out by a licensed asbestos removalist;
- Ensuring that any work carried out on asbestos is carried out in accordance with the relevant legislation (see below).

Asbestos is typically found:

Asbestos was typically used in fibro roofs, walls and soffits as well as in 'wet' areas such as kitchens, bathrooms and laundries. Asbestos cement can also be found in flat, profiled, corrugated and compressed sheets, shingles, weatherboards, rigid board insulation and many building products including flue pipes and guttering. An extensive list of examples of ACM is available and can be found on all state and safe work Australia websites.

Second hand materials, or products containing asbestos, can also have been installed or used after asbestos was banned and may still be found in newer buildings.

How is asbestos identified?

In the majority of ACM, asbestos is mixed with other substances on a microscopic level (such as with cement in asbestos cement sheeting) and is indistinguishable from non-ACM. As such, it is often difficult to conclusively determine whether or not a material contains asbestos by sight. Experienced and competent inspectors will be able to identify suspect materials based on their age, location, purpose, use and a range of other indicative factors.

The way to be certain that a material contains asbestos is to have a sample analysed by a laboratory. Unfortunately, taking samples of suspect material is both a hazardous and expensive process. Due to the cost and risk involved in sampling suspect material, the *Managing Asbestos in Workplaces Compliance Code 2008* recommends that, in most cases, suspect materials be 'assumed' to contain asbestos. Once a material is assumed to contain asbestos, it must be treated exactly like all other ACM.

Photographic examples of asbestos[1]:



Figure 2: Saw-tooth design roof with corrugated asbestos cement roof sheets.



Figure 3: Corrugated asbestos cement roof sheets.



Figure 4: Corrugated asbestos cement roof sheets.



Figure 5: Underside of an asbestos cement sheet roof.



Figure 6: Vinyl tiles containing asbestos.



Figure 7: Asbestos-containing gasket.

[1] Asbestos - A Handbook for Workplaces, WorkSafe Victoria



Figure 8: Damaged and exposed pipe wrapped with asbestos lagging.



Figure 9: Labelled pipe wrapped in asbestos lagging.



Figure 10: Exposed asbestos lagging on pipe.



Figure 11: Sprayed asbestos.



Figure 12: Deteriorated asbestos-containing mastic between window frame and bricks.



Figure 13: Fire-rated door containing asbestos.



Figure 14: Asbestos rope seal in duct join with close-up inset.



Figure 15: Detached asbestos rope seal and remnant debris on duct.



Figure 16: Asbestos-containing zelemite electrical switchboard panel.



Figure 17: Friable asbestos insulation in an electrical fuse housing.



Figure 18: Unfixed asbestos lagging from a pipe.



Figure 19: These pieces of broken asbestos cement sheet are not fixed or installed.

What law applies?

Occupational health and safety legislation throughout Australia provides specific guidelines for the regulation of asbestos related risks in places where people may work. The legislation places legal obligations on certain people and details the requirements that must be complied with. To discharge your occupational health and safety obligations with regard to

asbestos, you must comply with the relevant OHS act in each State and Territory in line with the *Australian Work Health and Safety Strategy 2012-2022*

- During Harmonisation transition, reference to state and territory Acts and regulations including licenses and codes of practice is required

What you must do:

If the Regulations or a compliance code describe how to prevent or minimise an asbestos related risk at your workplace, you must comply with that regulation or compliance code. If there is no regulation or compliance code relevant to a risk at your workplace, you must choose an appropriate way to manage exposure to the risk. Obligation holders must, where there is no regulation or compliance code about a risk, take reasonable precautions and exercise proper diligence to manage the risk.

Register of ACM

An asbestos register is required in all jurisdictions.

The person who has management or control of a workplace must record in an asbestos register the results of the asbestos identification for materials, which they have management or control over. Any employer at the workplace must also record in an asbestos register the results of the asbestos identification for materials they have management or control over. This may include an item such as a machine they brought to the workplace that has an asbestos-containing brake.

Therefore, in some circumstances, there will be two separate asbestos registers relating to the same workplace. The employer's asbestos register should include the register created by the person who has management or control of the workplace. Where the person who has management or control of the workplace and the employer in the workplace is the same person, one asbestos register covering both duties would be sufficient.

There is no mandatory format for the asbestos register. However, it must be current and should include the following information:

- Location of the asbestos;
- Likely source of unfixed or uninstalled asbestos;
- Type of ACM;
- Whether the asbestos is friable or non-friable;
- Condition of the ACM;
- Whether the ACM is likely to be damaged or disturbed;
- Details of all inaccessible areas likely to contain asbestos;
- Detailed information about activities carried out in the workplace that are likely to disturb the asbestos;
- Dates when the identification and risk assessments were done.
- It is suggested the register also contain a copy of all reports of analysed samples conducted by NATA-approved laboratories.
- The asbestos register must be kept current by including:
    - Any change in the condition of ACM, such as damage or deterioration from exposure to weather, substances or impacts.

- Details of ACM that has been removed enclosed or sealed (and preferably by whom and when).
- Details of recent identification of asbestos that was previously not identified.

Insurance and litigation

The person with management or control must keep the current asbestos register for the workplace, but the old versions do not legally need to be kept. However, keeping old versions of asbestos registers and clearance certificates will ensure that a record is kept of the asbestos that has been identified in the workplace. When relinquishing management or control of a workplace, employers must provide a copy of the current asbestos register to the person who is taking over management or control (if there is such a person).

Annual Re-assessment

It is necessary to check the condition of the asbestos and ACM on the property, on a regular basis to ensure that any deterioration and/or alteration of such material or the environment in which it is located is identified are addressed. Changes to the asbestos and ACM on the property will require and update to the Asbestos Register and changes to the Asbestos Management Plan to ensure that the property remains free of associated risks to health and safety.

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Signature Asbestos Management Plan (AMP)

for

21 Leonore Avenue, Kensington Gardens

Strata Corp # 1607



Inspection Details

Date of inspection: 2 August 2013

Inspector name: Gerard Joss

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

SAFETY ACTION PLAN (ASBESTOS)

THIS PLAN IS TO BE ENDORSED AND ACCEPTED BY OWNERS AND MANAGERS IN CONTROL OF THE SPACE AS DESCRIBED IN REPORTS

To this end the responsible persons namely, managers and owners giving managers authority to act, is to sign this Safety Action Plan (SAP) as is, or an edited version. Signing accepts that not only is plan acceptable, but all processes and protocols will be actively adopted, periodically checked and measured to ensure contents meets highest controls for managing the **HAZARDS**.

STRATEGIC SAFETY POLICY TO BE ADOPTED IS – "STOP WORK"

It is to be communicated through all instructions that any persons unsure about work safety processes MUST immediately "STOP WORK" and call management for instructions on whether to proceed or not.

Site Safety Protocols

The Safety Management Plan and Asbestos Hazard Register MUST be displayed at the property to ensure it is clearly available for all persons including employees, contractors or visitors.

Critical statement

It is imperative that all persons associated with this site understand without exception they have full responsibility, regardless of commercial agreements or chain of authority.

Mandatory Management tasks under this Plan

Step 1 - Site Set up

- Identify asbestos on site
- Prepare an asbestos register
- Display register on site – clearly available
- Ensure Attendance Register is available to record site activity and used as a control for contractor management
- Provide a Contractor Management process
- Review and continuance

Step 2 - Communication

- The content of this SAP needs to be communicated to contractors and others so that they are fully aware of hazards and do not disturb any asbestos on site. Work order requests MUST provide alerts to all contractors re access to the SAP and Asbestos Hazard Register on site.

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Step 3 - Responsible Persons

- The SAP includes a table to record contact details for responsible people, ie “Duty of Care Stakeholders”.
- It is important that there is at least one, preferably two, names on the Duty of Care Stakeholders table in the SAP - the manager in control with full details, and a committee representative nominated as a secondary contact.
- The contact person needs to instruct the caller to follow the control measures in place within the SAP and record same.
- Should no contact be available the “STOP WORK “ policy applies

Step 4 - Implementation of Control Measures identified in the Asbestos Site Survey by contractors

- Refer to the Asbestos Hazard Assessment Summary Table within this AMP.
- Review the risk and control measures that have been recommended.
- Follow the advice within the SAP / AMP and ensure that the control measures are adequately implemented.
- Sign in the Attendance Register noting full understanding of protocols and read and sign the Site Entry Permit acknowledging safety methods will be followed.

Step 5 - Review and update the Asbestos Register and the SAP as necessary

An annual reassessment may be required (including a review of both documents and the condition of the asbestos on site) as it is necessary to check the condition of the asbestos and ACM on the property, on a regular basis. This is to ensure that any deterioration and / or alteration of such material or the environment in which it is located is identified and addressed.

Changes to the asbestos and ACM on the property will require an update to the Asbestos Hazard Register and changes to the Asbestos Management Plan to ensure that the property remains free of associated risks to health and safety.

FOCUS FIRE & SAFETY

DATE 2 August 2013

The Owners Corporation

Dear Sir/Madam,

Re: Positive identification of asbestos

This plan has been developed following the positive identification of asbestos or asbestos containing materials at your common area/workplace and is to be referenced in conjunction with the common area/workplace Asbestos Hazard Register.

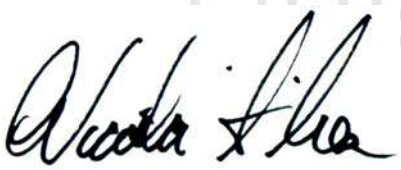
This plan must be implemented, reviewed and maintained to ensure the information and guidance it provides is up to date and it must be readily assessable for workers and contractors on site. We recommend a copy of this plan is kept at the common area/workplace for this purpose.

Throughout the plan the word 'should' is used to indicate a recommended course of action, while 'may' is used to indicate an optional course of action.

This plan includes various references to the provisions of OHS nationally and includes the OHS Act 2004 and OHS Regulations 2007, which set out the legal requirements applicable in Victoria. The words 'must', 'requires' or 'mandatory' indicate that a legal requirement exists and must be complied with.

To meet duty of care it should be recognized that the courts may apply standards and practices commonly used that could well be above existing state legislation. In this light, our safety philosophy and subsequent policies always address this eventuality. To this end our company applies current professional Risk Management practices.

Sincerely,



Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

TABLE OF CONTENTS

SECTION 1 ..... **7**

1. Introduction 7

Health risks of asbestos *7*

Asbestos is typically found *7*

How is asbestos identified? *8*

Legislative Requirements *8*

Definitions *9*

The Scope of an Action / Management Plan *11*

Objectives of The Safety Action Plan *11*

2. Responsibilities 11

Owners Corporations *11*

3. What needs to be done to implement this Plan? Consultation & Communication 11

Who needs to be consulted? *11*

What does consultation include? *11*

To meet these obligations; *12*

Indicating the Presence of Asbestos in the Common Area / Workplace *12*

Location *12*

Labelling *13*

Managing Risk and Deciding on Control Measures *13*

Risk and Hazard Ranking *13*

Priority Levels *13*

4. Control Measures 17

Implementing the control measures *17*

Removing the asbestos. *17*

Leaving asbestos in situ *17*

Checklist *18*

5. Plan Review 18

Asbestos Management Plan process audit *18*

Why review this plan annually? *18*

5. How we Manage Incidents 19

6. What do we do in an Emergency? 19

7. Non-Conformance and Corrective Action 19

8. Contractor Compliance 19

SECTION 2 ..... **20**

Practical Guidelines Removing Asbestos 20

Friable asbestos *20*

Non-friable asbestos *20*

Asbestos removal work that does not require a licence *20*

Enclosing Asbestos (encapsulation) *21*

What is encapsulation? *21*

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

Encapsulating asbestos as a control measure – an example 21
Sealing Asbestos 22
What is sealing? 22
Sealing asbestos as a control measure – an example 23
Safe Work Practices 23
Tools and Equipment 23
Asbestos vacuum cleaners 24
Personal Protective Equipment 24
Coveralls 25
Footwear and gloves 25
Respiratory protective equipment (RPE) 25
Cleaning up 26
Managing naturally occurring asbestos 26
Maintenance and service work 26

SAFE WORK PRACTICES **28**
Safe Work Practice – Drilling Of Asbestos Containing Materials 28
Safe Work Practice 2 – Sealing, Painting, Coating And Cleaning Of Asbestos-Cement Products 30
Safe Work Practice 3 – Cement Roofs – Cleaning Leaf Litter From Gutters Of Asbestos 31
Safe Work Practice 4 – Replace Cabling In Asbestos Cement Conduits 32
Safe Work Practices 5 – Working on Electrical Mounting Boards Containing Asbestos 33

INCIDENT REPORT FORM **35**

DUTY OF CARE STAKEHOLDER DETAILS **36**

REPORT LIMITATIONS **37**

MATERIAL SAMPLING AND ANALYSIS **37**

ACCESS LIMITATIONS FOR SAMPLING **37**

ABBREVIATIONS **38**

PRIORITY LEVELS **38**

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SECTION 1

1. Introduction

The Owners Corporation is committed to the preparation and maintenance of a Safety Management Plan - Asbestos - to manage and control the asbestos and asbestos containing materials (ACM) identified in the workplace. This SAP shall be reviewed at least annually, and if necessary revised. Revisions need to be recorded in the associated asbestos document management control register and necessary updates made to the Asbestos Hazard Register.

Health risks of asbestos

Asbestos is a fibrous mineral, which was used extensively in buildings, primarily for its heat-resistant and bonding qualities. The inhalation of airborne asbestos fibres has been linked to a number of respiratory diseases, including asbestosis, mesothelioma and lung cancer. These fibres are released and become airborne from loose (Friable') asbestos and from bonded asbestos in ACM when it is damaged or disturbed.

Materials containing asbestos were used extensively in many buildings until the late 1980s and less frequently thereafter until 31st December, 2003, when they were banned from use in Victoria due to the health risks their use poses. Since the ban on asbestos in 2003, workers are now most likely to be exposed to airborne asbestos fibres during removal, demolition and maintenance work involving ACM.

As buildings containing asbestos age and are maintained, remodelled or demolished, the potential for exposure to asbestos fibres increases for workers and members of the public. For this reason, requirements for managing and removing asbestos and ACM have been introduced.

As a basic guide, tenants and owners can manage the risks of asbestos by:

- being aware of what asbestos is and where it can be found;
- having suspicious materials sampled and tested by a competent person and by treating suspicious materials as though they are asbestos;
- being aware of the responsibilities of clients (which can include householders and renovators) and the responsibilities of asbestos removalists under relevant legislation (see below);
- ensuring that work involving the removal of 10 or more square metres of bonded asbestos is carried out by a licensed asbestos removalist;
- ensuring the work involving the removal of any amount of friable asbestos is carried out by a licensed asbestos removalist;
- Ensuring that any work carried out on asbestos is carried out in accordance with the relevant legislation (see below).

Asbestos is typically found

Asbestos was typically used in fibro roofs, walls and soffits as well as in 'wet' areas such as kitchens, bathrooms and laundries. Asbestos cement can also be found in flat, profiled, corrugated and compressed sheets, shingles, weatherboards, rigid board insulation and many building products including flue pipes and guttering. An extensive list of examples of ACM is available and can be found on all state and safe work Australia websites.

Second hand materials, or products containing asbestos, can also have been installed or used after asbestos was banned and may still be found in newer buildings.

It is very important to understand that ACM that is in stable condition and unlikely to be damaged or deteriorate generally, will not pose a significant health risk and can be left in place, provided that it is properly maintained. It will generally only be necessary to remove ACM when it actually poses a risk to health and safety which cannot be controlled, such as when it is friable or in an unstable condition, or where it is likely to be damaged or deteriorate if left in its current location.

How is asbestos identified?

In the vast majority of ACM, asbestos is mixed with other substances on a microscopic level (such as with cement in asbestos cement sheeting) and is indistinguishable from non-ACM. As such, it is often difficult to conclusively determine whether or not a material contains asbestos by sight. Experienced and competent inspectors will be able to identify suspect materials based on their age, location, purpose, use and a range of other indicative factors.

The only way to be certain that a material contains asbestos is to have a sample analysed by a laboratory. Unfortunately, taking samples of suspect material is both a hazardous and expensive process. Due to the cost and risk involved in sampling suspect material, the Managing Asbestos in Workplaces Compliance Code 2008 recommends that, in most cases, suspect materials be 'assumed' to contain asbestos. Once a material is assumed to contain asbestos, it must be treated exactly like all other ACM.

Where asbestos is present the risk to owners and managers is significant both in terms of health and legal liability, particularly if measures to manage this risk are not in place.

Legislative Requirements

National and Victorian occupational health and safety legislation provides specific guidelines for the regulation of asbestos related risks in places where people may work. The legislation places legal obligations on certain people and details the requirements that must be complied with.

To discharge your occupational health and safety obligations with regard to asbestos, you must comply with the:

- Occupational Health and Safety Act 2004 ('the Act')— Is the cornerstone of legislative and administrative measures to improve occupational health and safety in Victoria and establishes general duties for all stakeholders;
- Occupational Health and Safety Regulations 2007 ('the Regulations') — The asbestos part of the Regulations imposes strict requirements on how people with management or control, employers and self-employed persons identify and control exposure to airborne asbestos fibres in workplaces;
- Managing Asbestos in Workplaces Compliance Code 2008 — This compliance code provides practical guidance to those who have duties under the Act and/or the Regulations relating to situations (except asbestos removal) where a risk to health could arise from exposure to asbestos;
- Removing Asbestos in Workplaces Compliance Code 2008 — This compliance code provides practical guidance to those who have duties under the Act and/or the Regulations relating to the safe removal of ACM from workplaces.

This Asbestos Management Plan should be kept at the common area/workplace to ensure it is accessible for employees and for contractors visiting the site to work.

Definitions

Asbestos	The fibrous form of those mineral silicates belonging to the serpentine or amphibole groups of rock-forming minerals, including actinolite, amosite (brown asbestos), anthophyllite, chrysotile (white asbestos), crocidolite (blue asbestos) and, tremolite or any mixture containing one or more of the mineral silicates belonging to the serpentine and amphibole groups.
Asbestos-containing material (ACM)	Any material, object, product or debris that contains asbestos.
Asbestos Register	A register recording the type, condition and location of all asbestos and asbestos containing materials
Asbestos related work	Work involving asbestos in some manner.
Asbestos removal work	Asbestos removal work (in a workplace) refers to removal of asbestos that is fixed or installed in a building, structure, ship or plant so it is no longer fixed or installed up to the point of containment. 'Division 7 — Removal of asbestos' in Part 4.3 of the Regulations specifically covers asbestos removal work.
Competent person	A person who has acquired the qualification, experience, knowledge or skill to carry out the task through training and or/research.
A person	The maximum allowable airborne concentration of a particular substance, which, if exceeded indicates a need to implement a control, action or other requirement. Control levels are generally set at no more than half the NES for the substance. Control levels are occupational hygiene `best practice', and are not health-based standards Control Monitoring means air monitoring, using static or positional to measure the level of airborne asbestos fibres in an area during work on ACM. Control monitoring is designed to assist in assessing the effectiveness of control measures. Its results are not representative of actual occupational exposures, and should not be used for that purpose.
Dust and debris	Visible particles, fragments or chunks of material, large and heavy enough to have settled in the work area, that are (or assumed to be) contaminated with asbestos.
Primary duty of care	A person conducting a business or undertaking must ensure, so far as is reasonably practicable, the health and safety of all workers, including responsibilities with regard to the provision and maintenance of a work environment without risks to health and safety. If the workplace is occupied by a

	self-employed person, that person is obligated under the OHS Act to a duty of care to themself.
Friable (Asbestos)	ACM which, when dry, is or may become crumbled, pulverised or reduced to powder by hand pressure NOTE: This may include ACM that have been subjected to conditions that leave them in a state where they meet the definition, such as weathering, physical damage, water damage etc.
NATA-accredited laboratory	A testing laboratory accredited by the National Association of Testing Authorities, Australia (NATA), or recognized by NATA either solely or with someone else.
Naturally Occurring Asbestos (NOA)	The natural geological occurrence of asbestos Minerals found in association with geological deposits including rock, sediment or soil.
Non Friable asbestos	Material containing asbestos that is not friable Asbestos, including material containing asbestos fibres reinforced with a bonding compound.

Person with management or control of a premise used as a work place may be:

i. The owner of the premises;
ii. A person, who has, under any contract or lease, an obligation to maintain or repair the premises;
iii. A person who is occupying the premises;
iv. A person who is able to make decisions and changes to the structure and use of the workplace.
v. An employer at the premises.
vi. A person with managerial control over the workplace, for example, a property management group or agent.

NOTE: In some cases there may be more than one person with management or control of a workplace.

Workplace	A place where work is carried out for a business or undertaking and includes any place where a worker goes, or is likely to be, while at work. Common area in strata qualifies as a workplace when work is being undertaken on site.

The Scope of an Action / Management Plan

This plan is intended to cover all areas where hazards, asbestos or ACM is identified or assumed present that are owned and managed by The Owners Corporation.

Objectives of The Safety Action Plan

To provide and maintain, so far as practicable, safe and healthy work environment and practices generally, and have written policies on the control of asbestos on site ensuring day to day implementation of policies comply with legislative provisions.

2. Responsibilities

Responsibility of managing asbestos in the common area/workplace lies with “persons in control of a workplace”. This applies to all persons whether they are the owner, manager or trades contractor. Directors of a party attract the same responsibilities.

Owners Corporations

The OHS Regulations include specific obligations for the person(s) with management or control of a workplace. These include;

- Identifying or assuming asbestos or ACM indicating presence and location
- Ensure an Asbestos Register is prepared, maintained, reviewed and kept at the workplace
- Ensure an Asbestos Management Plan is prepared, maintained and reviewed.
- Ensure Demolition and Refurbishment works meet 'Removing Asbestos in Workplaces Compliance Code 2008' guidelines

All OHS Regulations across Australia list specific obligations to manage and control asbestos and ACM at the workplace.

3. What needs to be done to implement this Plan? Consultation & Communication

Who needs to be consulted?

The OHS Act requires the person conducting a business or undertaking to consult, so far as is reasonably practicable, with

- Workers (including contractors) who carry out work who are (or are likely to be) directly affected by a work health and safety matter. If workers are represented by a Health and Safety representative, the consultation must involve that representative.
- With other duty holders.
- When businesses share a common area/workplace, they must talk to each other about risks of their work and any precautions that should be taken.
- If the presence or removal of asbestos or asbestos containing materials will impact a neighbouring business or property, the owners and occupiers of that property also need to be consulted.

What does consultation include?

- Identifying asbestos in the common area/workplace,

- Access to the Asbestos Register.
- Making decisions about the Asbestos Management Plan, including potential control planning for removing asbestos.
- Information on the safe work practices and policies for asbestos related work on site.

To meet the obligations of consulting and providing necessary safety information to those who may come in contact with asbestos materials whilst undertaking work at this workplace, Focus Fire & Safety has provided an Asbestos Hazard Site Pack to be kept on site with the Asbestos Hazard Register and a copy of the Asbestos Management Plan.

The Pack includes recommended safe working practices for;

1. Drilling for asbestos containing material
2. Sealing, painting, coating and cleaning of asbestos cement products
3. Cleaning leaf litter from gutters of asbestos cement roofs
4. Replace cabling in asbestos cement conduits or boxes
5. Working on electrical mounting boards (switchboards) containing asbestos

AND information on:

- Where you are likely to find asbestos
- Photos of asbestos containing materials
- A list of common asbestos containing materials

AND the following forms:

- Site Attendance Register
- Asbestos Hazard Register
- Site Entry Permit
- Emergency Contact Details

To meet these obligations;

Ensure all workers, including contractors, know where this information is located on site and encourage them to make themselves familiar with the contents.

Indicating the Presence of Asbestos in the Common Area / Workplace

Where a competent person is not able to determine whether asbestos is present, the person conducting a business or undertaking must presume asbestos is present. Similarly, if there are inaccessible areas that are likely to contain asbestos, it must be presumed that asbestos is present in those areas.

Once the presence and location of asbestos has been presumed, it must be treated as if it has been identified to be asbestos.

OHS Regulations require that all identified or assumed asbestos including where the asbestos is inaccessible must be clearly indicated. If it is reasonably practicable, labels must be used to identify the material as containing asbestos. However, signs may be more appropriate to use.

Location

The location of asbestos and ACM that has been identified or assumed present in the common area/workplace is identified in both the initial Asbestos Site Survey and recorded in the Asbestos Hazard Register.

Labelling

Focus Fire & Safety has determined the number of labels and signs required to practically identify the areas asbestos is located, and the positioning of those labels and signs that need to be displayed.

The details of these locations are also recorded in the Asbestos Hazard Register.

Managing Risk and Deciding on Control Measures

Focus Fire & Safety has conducted an Asbestos Site Survey, which has already determined that asbestos or ACM is presumed to be on site. In conjunction with this document a series of decisions regarding the management of the asbestos at the common area/workplace, including implementation of safe work practices and control measures have been made.

The ultimate goal of the asbestos management and control regime is for all workplaces to be free from ACM. This goal will not be achieved overnight, however, it is important that all ACM be managed and controlled depending on the risk it poses.

Risk and Hazard Ranking

The Asbestos Hazard Assessment Summary Table below is extracted from the Asbestos Site Survey. It shows the identified or assumed asbestos within the common area/workplace, its risk and hazard ranking for the likelihood of possible exposure and the control measure recommended. The risk assessment methodology used in our assessment is based on AS/NZS ISO 31000 Risk Management.

Priority Levels

Each item of presumed or confirmed ACM has been given a priority ranking which indicates how it will be managed. Priority levels have been ascertained by calculating the likelihood of exposure against the type of asbestos identified, determining the control measure necessary to most appropriately address the risk.

The 'Hierarchy of Control' method has been used to identify appropriate control measures. A combination of techniques may be required in order to adequately manage the ACM on site.

A site with ACM **must** have controls in place i.e. "Site Safety register and Folder, Asbestos Register and Asbestos Hazard Site Pack"

Priority Ranking Level	Meaning & Recommended Control Measures
Critical Risk Immediate Removal Action Required	Based on the condition of the ACM there is an indication of an immediate or elevated health risk to workers. The ACM has been identified as High Risk, and cannot be controlled through enclosure, encapsulation or sealing. Access to the area containing the ACM should be restricted and the ACM should be safely removed immediately.
High Risk Plan for removal	Based on the condition of the ACM, the likelihood that it will be disturbed and the likelihood of a person being exposed to respirable asbestos fibres, the ACM poses a potential health risk to workers in their current state. This risk is determined as requiring immediate action of the preferred control measure - elimination. Immediate removal of the asbestos containing materials is recommended. Failing removal - control measures to stabilise and isolate the material from access by any non-essential workers with regular monitoring of the condition of the material is the minimum that would be acceptable, until asbestos removal can be arranged.
Moderate Risk, Planned monitoring	Based on the condition of the ACM, the likelihood that it will be disturbed, and the likelihood of a person being exposed to respirable asbestos fibres, the ACM does not present an immediate health risk unless further disturbed. Control measures must be implemented to undertake any necessary repairs and maintenance and protect these materials from further damage, including installation of warning signs. Reassessment of this priority ranking should be undertaken when any change to the work environment or the work activity within the environment is planned.
Low Risk	Products or bonded ACM that pose low health risk to workers. This material is currently undamaged, stable, non-friable, within a low assessable area. Control measures to protect these materials from damage would include identifying materials with warning signs and providing asbestos awareness instruction to workers by way of workplace training. Reassessment of this priority rating should be undertaken when any change to the work environment or the work activity within the environment is planned. E.g. low probability of disruption e.g. a well secured eave boards.

Assessed by: **Gerard Joss**

Assessment date: **2 August 2013**

Review date: 1 year from assessment date

Reassess risk regularly, particularly when

- There is evidence that the risk assessment is no longer valid;
- A significant change is proposed in the work area (in place or in work practice);
- There is a change in the condition of the ACM;
- The ACM has been removed, enclosed or sealed.
-

ALL CONTRACTORS MUST SIGHT THIS ASBESTOS REGISTER PRIOR TO COMMENCEMENT OF WORKS

IMPORTANT – NATA testing records are to be kept with the Asbestos Hazard Register (where applicable)

No	Photo	Location	Description/Type	Condition Good/Ave/poor	Friable/ Non-Friable?	Current Controls What controls are currently in place (including labelling)?	Risk Level High Med Low	Control Measure - Elimination - Substitution -Engineering/Isolation - Administrative - PPE	Sample No
All work on or near currently identified ACM must have Safe Work Practices applied (Refer to Safe Work Practices contained in S2.2 [Asbestos Site Hazard Pack] or S3 [Asbestos Management Plan])									
1. 1		Roof Eaves /Soffits 	Cement Sheeting suspected of containing asbestos	Good	F	None	Mod	Administration /PPE	NA
2.		Lower window panels	Cement Sheeting suspected of containing asbestos	Good	F	None	Mod	Administration /PPE	NA

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3.		Roof cavity	Suspected hazard from friable material such as ACM flues, fireproofing or cement sheeting and /or other unknown harmful fibres/dust	Unknown	Unknown	None	Mod	Administration /PPE	NA
4.		Elec. Meter Box	ACM backing and/ or components such as Zelemite switchboard panels and /or electrical fuse holders	Good	F	None	Mod	Administration /PPE	NA

Notes:

Friable ACM examples include: pipe lagging, boiler insulation, fire retardant material on steel work, sprayed insulation.

Non Friable ACM (usually bonded or mixed with cement or similar material and cannot be crumbled, pulverised or reduced to powder by hand pressure) examples include: asbestos cement sheet, asbestos cement moulded products, bitumen-based water proofing, vinyl floor tiles in good condition.

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4. Control Measures

Implementing the control measures

As part of the SAP, the control measures recommended in the Asbestos Site Survey must be reviewed, and implemented.

Removing the asbestos.

If elimination is the control recommended by Focus Fire & Safety, this would involve the removal of the asbestos identified as high risk and requiring removal.

All asbestos removal works are to be performed by a licensed contractor in accordance with the following documents:

- Occupational Health and Safety Act 2004;
- Occupational Health and Safety Regulations 2007;
- Managing Asbestos in Workplaces Compliance Code 2008
- Removing Asbestos in Workplaces Compliance Code 2008 — This compliance code provides practical guidance to those who have duties under the Act and/or the Regulations relating to the safe removal of ACM from workplaces.

Visit http://www.worksafe.vic.gov.au/ for more information regarding Work Control Plans and also consult (for Victoria) WorkSafe Alert dated June 2013 “Management and disposal of asbestos”: http://www.worksafe.vic.gov.au/__data/print_to_pdf.php?url=http://www.worksafe.vic.gov.au/forms-and-publications/forms-and-publications/management-and-disposal-of-asbestos/_nocache%3FSQ_DESIGN_NAME=blank%26SQ_PAINT_LAYOUT_NAME=pdf.

In the case of conflict between these procedures and any Regulation or Act, then the more stringent requirement shall apply.

Contractors carrying out asbestos work shall prepare an asbestos removal control plan detailing steps they will take to comply with the requirements of this Asbestos Management Plan. The procedures will include an overview of the methodology to be used, containment procedures, Job Safety Analysis and health protection methods and must be in accordance with but not limited to Practical Guidelines, Removing Asbestos as noted in this Asbestos Management Plan.

During and after asbestos related work there is a risk of airborne asbestos fibres. There is a duty of care for the person responsible for the management and control of the workplace to conduct air monitoring. The need for air monitoring will depend on the particular circumstances; however, the results may assist in assessing risks associated with asbestos. For further information see *Removing Asbestos in Workplaces Compliance Code 2008.*

Leaving asbestos in situ

Leaving the asbestos in situ may involve as little action as updating the Asbestos Hazard Register and installing warning labels or signs in the area and conducting regular asbestos surveys to confirm the asbestos in situ remains in good condition. It may require the area containing or assumed to contain asbestos being isolated, restricting access to reduce the number of people potentially exposed to the asbestos.

IF THE DECISION IS FOR THE IDENTIFIED ASBESTOS TO REMAIN IN SITU - ALL ITEMS ON THE CHECKLIST BELOW MUST BE TICKED OFF, TO BE COMPLIANT.

Checklist

Are the following documents available and easily accessible for workers on site?

- ✓ Up-to-date Asbestos Hazard Register
- ✓ Copy of this AMP
- ✓ Asbestos Hazard Site Pack
- ✓ Are all necessary warning signs and labels in place? (initially installed by Focus Fire & Safety)
- ✓ Have all recommended control measures been actioned and maintained?

Has this SAP and associated documentation, including the Asbestos Hazard Register, been reviewed regularly and kept up-to-date?

5. Plan Review

Asbestos Management Plan process audit

To ensure this plan is up to date, Focus Fire & Safety recommends it is reviewed annually. This can be done by the Person Conducting a Business or Undertaking (PCBU) alone, or in consultation with other duty of care stakeholders.

See Duty of Care Stakeholders form (within this document), if required.

Why review this plan annually?

Because the risk assessment and associated control measures will change over time, for reasons including;

- o The deterioration of the ACM due to weather
- o The likelihood of the ACM being damaged (eg has any work been done on site?)

During an SAP audit the following duties must be executed;

1. Review the implementation of the AMP, including a debrief of any property, equipment or work practice changes that would affect the employees or workplace where asbestos has been identified.
2. Review the condition of the asbestos on site and confirm all labels and signs are in place.
3. Review the list of persons with duty of care and ensure their contact details are current.
4. Review the training and communication procedures and effectiveness.
5. Review any incidents or corrective action requests and determine if modification to the SAP is required.
6. Nominate a person responsible to:
    a. Update the plan.
    b. Update the Asbestos Hazard Register.
    c. Update the Record of Distribution and Document Control.

5. How we Manage Incidents

When an incident is identified, it will be recorded on the Incident Report Form, as part of the Asbestos Hazard Site Pack S2.2 accompanying this AMP.

6. What do we do in an Emergency?

A site-specific emergency plan, reflecting the risks involved, should be developed before any asbestos removal work commences. Workers should be trained for emergency situations.

Decontamination procedures can be temporarily waived in the event of an emergency. Emergency planning should include provisions for emergency and fire evacuation, including exit arrangements and emergency communications such as audible alarms. These alarms should be used for emergencies only.

Emergency exit arrangements need to be adequate for the risks involved. Barriers and signs or other warning devices can be used to communicate emergency arrangements.

A first aid kit and first aid officer should be readily available at all times, and sufficient suitable fire extinguishers and hoses should be available at strategic locations. The locations of fire extinguishers and hoses should be displayed in written and / or graphic format.

7. Non-Conformance and Corrective Action

It is the responsibility of each employee including contractors to report any event that does not comply with this AMP.

Non-Conformance / Corrective Action Request (Use the Incident Report Form in this AMP (S3) and the Asbestos Hazard Site Pack (S2.2) to be completed by the witness to the event and forwarded to the PCBU.

Non-conformance by employees and contractors will be managed in accordance with the workplace/employee guidelines for serious breach of conduct.

Corrective action will involve:

1. Immediate notification to the PCBU.
2. Immediate halt of the work until the non-conformance is investigated.
3. Longer term corrective action to prevent recurrence of the problem.

8. Contractor Compliance

If it is reasonable to believe that a contractor's work on site may be asbestos related work, they will be:

1. Provided with instruction within each work order to reference the onsite asbestos related safety information, Asbestos Hazard Register and AMP.

   ✓ Focus Fire & Safety has provided an Asbestos Hazard Site Pack, which is to be kept on site with the Asbestos Hazard Register and AMP.

2. Procedures to be used by contractors for work that may be asbestos related work must at the minimum include: the safety elements contained in the safe work practices found in the Practical Guidelines section of this AMP.

SECTION 2

Practical Guidelines Removing Asbestos

The ultimate goal is to have a common area / workplace free of asbestos. Removal may be the most appropriate way to achieve this but this should be determined by the risk assessment. For example:

Friable asbestos

Asbestos removal work involving friable ACM must always be performed by a class A-licensed person or employees of a class A-licensed person.

Non-friable asbestos

Asbestos removal work involving non-friable ACM must be performed by a class A or B-licensed person if:

- the area of ACM to be removed exceeds 10 square metres in total, or
- the total time over which asbestos removal work is performed in any period of seven days exceeds one hour (this period is the cumulative total time the asbestos removal work is carried out by all employees over a period of seven days).

Depending on the outcome of the risk assessment, specific instances where removal may be the best control measure include:

- Asbestos in plant and pipes
- Asbestos-contaminated dust (ACD)
- Asbestos-contaminated soil and debris
- Small-scale, low risk site contamination
- Large scale and/or high risk site contamination
- NOA (where reasonably practicable), and
- Loose fibre insulation.

Asbestos removal work that does not require a licence

The law permits an employer or self-employed person to conduct a limited amount of asbestos removal work without a licence if:

- the ACM is non-friable
- the area of ACM to be removed does not exceed 10 square metres in total
- the total time asbestos removal work is performed in any period of seven days does not exceed one hour (this period is the cumulative total time the asbestos removal work is carried out by all employees over a period of seven days).

Where an employer or self-employed person who does not have a licence regularly performs small amounts of non-friable ACM removal work, it is recommended a log be kept of time spent performing these tasks. This log will assist in ensuring the duration of time spent performing this work does not exceed one hour in any period of seven days. If this time will be exceeded, a licensed removalist is required to perform the removal work. The employer or self-employed person may also consider applying for a licence to remove ACM.

Limited asbestos removal work without a licence must be carried out in accordance with the Regulations (refer to 'General requirements for all asbestos removal' on page 21 of the Removing Asbestos in Workplaces Compliance Code 2008, visit http://www.worksafe.vic.gov.au

If removing asbestos is not the most practical option, other control measures should be implemented to ensure people are not exposed to airborne asbestos fibres, including enclosing or sealing the asbestos.

Enclosing Asbestos (encapsulation)

Where it is not reasonably practicable to remove asbestos, an alternative control measure that can be implemented is encapsulation.

Although encapsulation has limited application and can create a health risk for workers undertaking the activity, it is used when it would create a greater risk to remove the asbestos. This may be determined during the risk assessment by reviewing a range of issues including cost, productivity, the condition of the asbestos and the low risk it poses to health.

This is an interim control measure and should be supported through regular inspections by a competent person to identify if the asbestos requires removal due to damage or deterioration.

If encapsulation is recommended, the person carrying out the work should:

- Be trained and experienced in working with asbestos
- Isolate the area
- Use suitable RPE that complies with *AS/NZS 1716:2003 Respiratory protective devices*
- Wear suitable protective clothing such as disposable overalls
- Follow a safe system of work that reduces the risk of creating airborne asbestos fibres, and
- Follow a decontamination procedure upon completion of the task.

What is encapsulation?

Encapsulation is the enclosing of asbestos within a protective shell, creating a structure built around the asbestos so that it is completely covered to prevent exposure of the asbestos to air and other substances. This encapsulation will seal any loose fibres into place and should be used only when the original asbestos bond is still intact.

Encapsulation helps protect the asbestos from mechanical damage, increases the length of serviceability of the product and prevents the release of respirable asbestos fibres during the removal process.

Asbestos that is encapsulated in a resilient matrix such as in reinforced plastics, vinyls, resins, rubber, mastics, bitumen, paints, flexible plasters and cements have little opportunity to release fibres unless the matrix is damaged.

Encapsulating asbestos as a control measure – an example

A large dockside warehouse used for temporarily storing quantities of grain and stockfeed has walls made from a variety of materials including AC sheet. Apart from the driver of a large front-end loader that is briefly driven into the warehouse to load or unload the feed, there are no other workers who work in the warehouse. An inspection of the AC

sheet identifies that it is in good condition and noted that areas of previous minor damage (broken sheets) have been repaired appropriately and that no risk to health exists currently. However, it is decided there is a chance that the sheets may be damaged again and if so, a risk to health may occur if fibres become respirable. A solid false wall is constructed to enclose the AC sheet and bollards are erected in front of the new wall to prevent collisions that may occur when the front loader is operating inside the warehouse. These changes are included in the asbestos register and also the condition of the AC sheet is monitored as well as the newly installed control measure.

Sealing Asbestos

If the asbestos cannot be removed and enclosed, sealing the asbestos is the third control measure that should be implemented. Sealing asbestos is the least effective method for controlling the release of airborne asbestos fibres, therefore, it should only be considered as an interim control while a more effective control such as removing or encapsulation can be implemented, for example, if the asbestos is weathered, damaged or broken, you should organise for it be removed.

What is sealing?

Sealing is the process of covering the surface of the material with a protective coating over the asbestos to prevent exposure to airborne fibres. It is commonly used for pipe, furnace, and boiler insulation. The process either coats the material, reducing fibre release, or binds the fibres together. Asbestos should be sealed, coated, painted to protect it. Sealing is inappropriate where the sealed material is likely to suffer mechanical damage (for example, drilling or sanding).

It is important to select coating that is appropriate to the material to be sealed and has the required fire resistance, thermal insulation and ultraviolet (UV) properties necessary for it to be an effective control. The coating will deteriorate if it is exposed to chemicals, extreme heat or cold, wet or dry conditions or physical impacts. For example, epoxy-based paints offer better durability and strength than other paints.

Under no circumstances should asbestos be water blasted or dry sanded in preparation for painting, coating or sealing as there is no system of use that can effectively capture or suppress asbestos fibres in such circumstances. To treat asbestos, you should use a method that does not disturb the matrix of the asbestos.

An airless sprayer at low pressure is preferred to rollers or brushes on exposed (or unsealed) asbestos as rollers and brushes may cause abrasion/damage and result in fibres being released from the surface of the material. When using a spray brush never use a high-pressure spray to apply the paint. You should apply it will a dry airless spray using a low pressure to avoid generating high levels of asbestos dust. Several coatings may be needed for full protection.

The surface on which the sealant is to be applied should be cleaned with an asbestos vacuum cleaner fitted with a high efficiency particulate air (HEPA) filter. This will help capture any loose dust or debris from the surface and ensure good adhesion of the sealant. The surface during application should not be disturbed as this releases asbestos dust.

The use of sealants of a different colour to the asbestos being sprayed is helpful in identifying its condition over time and when conducting reviews of the asbestos register. A date-stamped photograph of the sealed surface is also a good way of assisting in the recording of condition.

Sealing asbestos as a control measure – an example

The extensive water pipe system in a large industrial workplace consists of AC piping and conduits. Some of the pipes are located underground, some within inaccessible areas such as walls and others run above ground throughout the workplace and are exposed. Connected to some of these pipes in the workplace are control valves that need to be accessed occasionally. Over time, as some of the AC pipes have deteriorated or been damaged and where practicable to do so, sections of pipe have been removed to reduce the risk. Where a risk still remained, the pipes are enclosed so far as is reasonably practicable to reduce the risk further. Where control valves were connected and the AC pipe was in good condition, it was determined that it was not practicable to remove the asbestos due to lack of available replacement parts, nor was it practicable to enclose the asbestos because access was occasionally required. In this case, sealing the surface of the AC pipes near control valves with an epoxy-based paint to protect the material from deterioration and reduce the risk of airborne asbestos fibres was an appropriate option.

Safe Work Practices

It is important that safe work practices are in place when carrying out asbestos work. Wherever possible, dry asbestos should not be worked on. Techniques that prevent or minimise the generation of airborne asbestos fibres include:

- The wetting of asbestos using surfactants or wetting agents, such as detergent water
- The use of thickened substances, pastes and gels including hair gel and shaving cream, to cover the surfaces of asbestos being worked on (these substances should be compatible with the conditions of use, including the temperature, and should not pose a risk to health)
- The use of shadow vacuuming, and
- Performing the task in a controlled environment (for instance, a ventilated enclosure).

When selecting the best technique, the work should first be assessed for any electrical hazards that might result from the use of water or other liquids. If an electrical hazard exists, primary consideration should be given to removing the asbestos, rather than relying on dry work methods.

If maintenance or service tasks are assessed by a competent person as involving similar levels of risk, they too may be performed only after the risks for that task have been assessed and appropriate control measures implemented.

Care should be taken when using high-speed abrasive power and pneumatic tools including angle grinders, sanders and saws and high-speed drills. If you are unsure, you should consult the relevant regulator.

The Safework Practices section of this document, outline some safe work practices of service and maintenance tasks that are likely to disturb asbestos, and may be performed, only after a risk assessment has been conducted and control measures have been implemented to eliminate or minimise exposure to airborne asbestos fibres.

Tools and Equipment

It is important to select the correct equipment to minimise the generation of airborne asbestos fibres.

The OHS Regulations require a person conducting a business or undertaking must never use or direct or allow a worker to use a high pressure water spray or compressed air on asbestos.

A person conducting a business or undertaking must not use or direct or allow a worker to use any of the following equipment on asbestos unless the use of the equipment is controlled:

- Power tools
- Brooms and
- Other tools that cause the release of airborne asbestos into the atmosphere

The use of the equipment is considered to be controlled if, during use the equipment is:

- Enclosed
- Designed to capture or suppress asbestos fibres, or
- Used in a way that is designed to capture or suppress asbestos fibres safely.

Manually operated (non-powered) hand tools should be used wherever possible. If they will not provide sufficient physical force to perform the required operation, low-speed, battery-powered tools which are able to be used in conjunction with wet methods for dust control are preferred.

Battery-powered tools should be fitted with a Local Exhaust Ventilation (LEV) dust control hood wherever possible. If an LEV dust control hood cannot be attached and other dust control methods, including pastes and gels, are unsuitable then shadow vacuuming techniques should be used.

Care should be taken when using brooms, high pressure water and compressed air, as if they are incorrectly used, they can cause asbestos to become friable.

Asbestos vacuum cleaners

Asbestos vacuum cleaners should comply with the requirements in Australian Standard *AS/NZS 60335.2.69 Industrial vacuum cleaners.* Household vacuum cleaners must never be used where asbestos is or may be present, even if they have a HEPA filter.

More comprehensive information about asbestos vacuum cleaners is provided in the *Removing Asbestos in Workplaces Compliance Code 2008.*

Personal Protective Equipment

PPE will need to be used, in combination with other effective control measures, when working with asbestos. The selection and use of PPE should be based on a risk assessment.

If work with asbestos requires the use of other chemicals that are themselves hazardous chemicals, a further risk assessment must be performed. Safety data sheets (SDS) must be referred to for information on appropriate PPE to use and any other precautions to take when using the chemicals (the manufacturer can supply the SDS).

The ease of decontamination should be one of the factors considered when choosing PPE. Where possible, disposable equipment should be used and should be disposed of as asbestos waste. Further information on decontamination and asbestos waste disposal is available in the *Removing Asbestos in Workplaces Compliance Code 2008.*

Coveralls

- Protective clothing should be made from material capable of providing adequate protection against fibre penetration.
- When selecting protective clothing, other hazards including heat stress, fire and electrical hazards should also be considered.
- Disposable coveralls with fitted hoods and cuffs should be worn. Coveralls with open pockets and/or velcro fastenings should not be used, because these features can be contaminated and are difficult to decontaminate. Fitted hoods should always be worn over the straps of respirators, and loose cuffs should be sealed with tape. Disposable coveralls rated Type 5, Category 3 or equivalent would meet this standard.
- Asbestos fibres should be prevented from being transported outside the workplace by thoroughly vacuuming asbestos fibres from work clothes using an asbestos vacuum cleaner, or depending on the level of contamination and risk, the use of water spray bottle or disposable cloths may be appropriate.
- Disposable coveralls should be disposed of as asbestos waste at the completion of the work. Non-disposable coveralls are not recommended and would require specialist laundering if used.

Footwear and gloves

- Laced boots should be avoided as they can be difficult to clean and asbestos dust can gather in the laces and eyelets. Laceless boots, such as gumboots, are preferred where practicable. Boot covers should not be worn as they collect dust and are a slipping risk.
- Safety footwear should be decontaminated before being removed from the asbestos work area, or sealed in double bags, the exterior of which is decontaminated, for use only on the next asbestos maintenance task. Alternatively, work boots that cannot be effectively decontaminated should be disposed of as asbestos waste at the end of the work.
- The use of protective gloves should be determined by a risk assessment. If significant amounts of asbestos fibres may be present, disposable gloves should be worn. Protective gloves can be unsuitable if dexterity is required. Workers must clean their hands and fingernails thoroughly after work. Any gloves used must be disposed of as asbestos waste.

Respiratory protective equipment (RPE)

- In general, the selection of suitable RPE depends on the nature of the asbestos work, the probable maximum concentrations of asbestos fibres that would be encountered in this work and any personal characteristics of the wearer that may affect the facial fit of the respirator (for example, facial hair and glasses).
- A competent person must determine the most efficient respirator for the task. RPE should comply with *AS/NZS 1716-2003 Respiratory Protective Devices* and be selected, used and maintained in accordance with *AS/NZS 1715-1994 Selection, Use and Maintenance of Respiratory Protective Devices.* They must always be worn under fitted hoods. Face pieces should be cleaned and disinfected.
- RPE should be used until all contaminated disposable coveralls and clothing has been vacuum cleaned and/or removed and bagged for disposal and personal washing has been completed. RPE should be properly stored when not in use.

More comprehensive advice on RPE is provided in the *Removing Asbestos in Workplaces Compliance Code 2008.*

Cleaning up

Following any asbestos work carried out, there are requirements to ensure the work area, tools and workers are decontaminated and asbestos waste is disposed of properly. In addition to this, a clearance certificate will be required before the work area can be reoccupied for ordinary use.

Removing Asbestos in Workplaces Compliance Code 2008 provides details on decontamination, waste disposal and clearance certificates.

Managing naturally occurring asbestos

Where NOA has been identified at the workplace, is confirmed by a competent person and the work carried out at the workplace is likely to result in the emission of airborne asbestos fibres, the following actions should be considered when developing the asbestos management plan:

- Isolating the workplace or part of the workplace until the NOA is contained.
- Deviating excavation to ensure avoidance of the deposit where possible.
- Providing appropriate labels and signs indicating NOA.
- Using sealed excavation or mining equipment (air conditioned cabins with filtered air).
- Maintaining regular surveillance of the rock by a competent person to ensure minimal disturbance of suspected fibrous minerals.
- Developing procedures for the secure disposal asbestos waste if required.
- Educating the workers in safe work practices.

Ongoing management of NOA may be determined with the aid of an air monitoring program to assess asbestos exposure levels and specific risk control measures.

If you have management or control at a workplace, you must ensure the release of airborne asbestos fibres is minimised by:

- Wetting surfaces to reduce the dust levels
- Suppression, containing and extracting dust in processing operations (water sprays or local exhaust at transfer points and vibrating screens)
- Using wet drilling or other approved in-hole dust suppression
- Sealing asbestos through the use of appropriate sealants or bonding agents
- Preventing the spread of contamination by using wash down facilities
- Providing information and training and supervision of all workers potentially at risk, and
- Using PPE where indicated.

Maintenance and service work

If asbestos is identified or presumed to be present, it is essential to determine whether maintenance or service work can be done without disturbing the asbestos, for example:

- instead of drilling a hole through an AC sheeting wall to install electrical wiring, the wiring might be able to be routed over the wall, or
- if a ventilation flue or pipe has to be installed in an AC ceiling or roof, an alternative option may be to run the flue or pipe through a non-asbestos wall.

It is also essential to ensure all people carrying out the work have the appropriate training and licence, correct tools, PPE, decontamination materials, barricades and warning signs ready at the workplace before any work commences, that may disturb the asbestos and to minimise the number of people in the area. For example:

- ***Consultation and training -*** Consultation with a person who may be affected by any maintenance and service work that might disturb asbestos should occur. People performing the work must receive all necessary training and access to the asbestos register, and the work should be documented and supervised.
- ***Access to work area -*** The asbestos work area should be isolated and access restricted only to people carrying out the asbestos work. Barriers and warning signs should be used.
- ***PPE -*** PPE needs to be selected to prevent the contamination of clothing and provide adequate respiratory protection.
- ***Replacing asbestos -*** Under the asbestos prohibition, wherever an asbestos component requires replacement the replacement product must be non-asbestos. it is illegal to reinstall or reuse any asbestos.
- ***Disposing asbestos -*** All asbestos must be disposed of correctly. PPE used during maintenance and service work must also be disposed of. *Removing Asbestos in Workplaces Compliance Code 2008* provides further information on disposing asbestos.

Before commencing any maintenance, plastic sheeting may need to be placed on the floor and any other surfaces that may become contaminated with asbestos dust. At a minimum, heavy-duty 200 µm (micron) thick plastic sheeting should be used for this purpose

Whatever the control method used, it should be effective in making all maintenance workers aware of the presence of asbestos and preventing any work activity that might expose them, or others nearby, to respirable asbestos fibres. Particular attention should be paid to controlling work activities that affect inaccessible areas listed in the asbestos register, such as wall cavities and ceiling spaces.

SAFE WORK PRACTICES

Safe Work Practice – Drilling Of Asbestos Containing Materials	
The drilling of asbestos cement sheeting can release asbestos fibres into the atmosphere, so precautions must be taken to protect the drill operator and other persons from exposure to these fibres. A hand drill is preferred to a battery-powered drill because the quantity of fibres is drastically reduced if a hand drill is used.	
Equipment may be required on site prior to commencing the work (in addition to any equipment required to complete particular task)	• A non-powered hand drill or low-speed battery-powered drill or drilling equipment. Battery-powered drills should be fitted with a local exhaust ventilation (LEV) dust control hood wherever possible. If an LEV dust control hood cannot be attached and other dust control methods, such as pastes and gels are suitable then shadow vacuuming techniques should be used. • Disposable cleaning rags. • A bucket of water, or more appropriate and/or a misting spray bottle. • Duct tape, Sealant, Spare PPE • A thickened substance such as wallpaper paste, shaving cream or hair gel. • 200 µm plastic sheeting • A suitable asbestos waste container (E.g. 200 µm plastic bags or a drum, bin or skip lined with 200 µm plastic sheeting). • Warning signs and/or barrier tape. • An asbestos vacuum cleaner. • A sturdy paper, foam or thin metal cup, or similar (for work on overhead surfaces only).
PPE	• Protective clothing and RPE (see AS1715, AS 1716) it is likely that a class P1 or P2 half face respirator will be adequate for this task, provided the recommended safe work procedure is followed.
Preparing the asbestos work area	• If the work is to be carried out at a height, appropriate precautions must be taken to prevent the risk of falls. • Ensure appropriately marked asbestos waste disposal bags are available. • Carry out the work with as few people present as possible. • Segregate the asbestos work area to ensure unauthorized personnel are restricted from entry (eg. Close door and/or use warning signs and/or barrier tape at all entry points). The distance for the segregation should be determined by a risk assessment. • If drilling a roof from outside, segregate the area below. • If access is available to the rear of the asbestos cement, segregate this area as well, as above. • If possible, use plastic sheeting, secured with duct tape, to cover any surface within the asbestos work area that could become contaminated. • Ensure there is adequate lighting. • Avoid working in windy environments where asbestos fibres can be redistributed. • If using a bucket of water, do not re-soak used rags in the bucket, as this will contaminate the water. Instead, either fold the rag so a clean surface is exposed or use another rag.
Drilling vertical surfaces	• Tape both the point to be drilled and the exit point, if accessible, with a strong adhesive tape such as duct tape to prevent the edges crumbling. • Cover the drill entry and exit points (if accessible) on the asbestos with a generous amount of thickened substance. • Drill through the paste. • Use disposable rags to clean off the paste and debris from the wall and drill it. • Dispose of the rags as asbestos waste, as they will contain asbestos dust and fibres. • Seal the cut edges with sealant. • If a cable is to be passed through, insert a sleeve to protect the inner edge of the hole.
Drilling overhead horizontal surfaces	• Mark the point to be drilled • Drill a hole through the bottom of the cup • Fill or line the inside of the cup with shaving cream, gel or a similar thickened substance. • Put the drill bit through the hole in the cup so that the cup encloses the drill bit, and make sure the drill bit extends beyond the lip of the cup. • Align the drill bit with the marked point. • Ensure the cup is firmly held against the surface to be drilled. • Drill through the surface. • Remove the drill bit from the cup, ensuring that the cup remains firmly against the surface. • Remove the cup from the surface. • Use disposable rags to clean off the paste and debris from the drill bit. • Dispose of the rags as asbestos waste, as they will contain asbestos dust and fibres. • Seal and cut edges with sealant. • If a cable is to be passed through, insert a sleeve to protect the inner edge of the hole.

Safe Work Practice – Drilling Of Asbestos Containing Materials	
Decontamination of the work area and equipment	• Use disposable rags to clean the equipment. • Carefully roll or fold any plastic sheeting used to cover any surface within the asbestos work area, so as not to spill any dust or debris that has been collected. • If necessary use disposable rags and/or an asbestos vacuum cleaner to clean any remaining visibly contaminated sections of the asbestos work area. • Place debris, used rags, plastic sheeting and other waste in the asbestos waste bags/container. • Wet wipe the external surfaces of the asbestos water bags/container to remove any adhering dust before they are removed from the asbestos work area.
Personal contamination should be carried out in a designated area clearance procedure	• If disposable coveralls are worn, clean the coveralls while still wearing RPE using HEPA vacuum, damp rag or fine water spray. RPE can be cleaned with a wet rag or cloth. • While still wearing RPE, remove coveralls, turning them inside-out to entrap any remaining contamination then place them into a labeled asbestos waste bag. • Remove RPE. If non-disposable, inspect it to ensure it is free from contamination, clean it with a wet rag and store in a clean contained. If disposable, cleaning is not required but RPE should be placed in a labeled waste container. • Refer to the *Code of Practice: How to Safely Remove Asbestos* for more information.
Clearance Procedure	• Visually inspect the asbestos work area to make sure it has been properly cleaned. • Clearance air monitoring is not normally required for this task • Dispose of all waste as asbestos waste. Refer to the *Code of Practice: How to Safely Remove Asbestos* for more information.

Safe Work Practice 2 – Sealing, Painting, Coating and Cleaning of Asbestos-Cement Products	
These tasks should only to be carried out on asbestos that are in good condition. For this reason, the AC material should be thoroughly inspected before commencing the work. There is a risk to health if the surface of asbestos cement sheeting is disturbed (e.g. from hail storms and cyclones) or if the sheeting has deteriorated as a result of aggressive environmental factors such as pollution. If asbestos cement sheeting is so weathered that its surface is cracked or broken, the asbestos cement matrix may be eroded, increasing the likelihood that asbestos fibres will be released. If treatment of asbestos cement sheeting is considered essential, a method that does not disturb the matrix of the asbestos cement sheeting should be used. Under no circumstances should asbestos cement products be water blasted or dry sanded in preparation for painting, coating or sealing.	
Equipment may be required on site prior to commencing the work (in addition to any equipment required to complete particular task)	• Disposable cleaning rags. • A bucket of water, or more as appropriate, and/or a misting spray bottle. • Sealant. • A suitable asbestos container. • Warning signs and/or barrier tape.
PPE	• Protective clothing and RPE (see AS1715, AS 1716) it is likely that a class P1 or P2 half face respirator will be adequate for this task, provided the recommended safe work procedure is followed. Where paint is to be applied, appropriate respiratory protection to control the paint vapours/mist must also be considered.
Preparing the asbestos work area	• If work is to be carried out at a height, precautions must be taken to prevent the risk of falls. • Before starting, assess the asbestos cement for damage. • Ensure appropriately marked asbestos waste disposal bags are available. • Carry out the work with as few people present as possible. • Segregate the asbestos work area to ensure unauthorised personnel are restricted from entry (e.g. close door and/or use warning signs and/or barrier tape at all entry points). The distance for segregation should be determined by a risk assessment. • If working at a height, segregate the area below. • If possible, use plastic sheeting, secured with duct tape, to cover any floor surface within the asbestos work area, which could become contaminated. This will help to contain any runoff from wet sanding methods. • Ensure there is adequate lighting. • If using a bucket of water, do not re-soak used rags in the bucket, as this will contaminate the water. Instead, either fold the rag so a clean surface is exposed or use another rag. • Never use high-pressure water cleaning methods. • Never prepare surfaces using dry sanding methods. Where sanding is required you should consider removing the asbestos and replacing it with a non-asbestos product. • Wet sanding methods may be used to prepare the asbestos, provided precautions are taken to ensure all the runoff is captured, and filtered where possible. Wipe dusty surfaces with a damp cloth.
Painting and sealing	• When using a spray brush, never use a high pressure spray to apply the paint. • When using a roller, use it lightly to avoid abrasion or other damage.
Decontaminating the asbestos work area and equipment	• Use disposable rags to dean the equipment. • Where required, use disposable rags and/or an asbestos vacuum cleaner to clean the asbestos work area. • Place debris, used rags, plastic sheeting and other waste in the asbestos waste bags/container. • Wet wipe the external surfaces of the asbestos waste bags/container to remove any • Adhering dust before they are removed from the asbestos work area.
Personal decontamination should be carried out in a designated area	• If disposable coveralls are worn, clean the coveralls while still wearing RPE using a HEPA vacuum, damp rag or fine-water spray. RPE can be cleaned with a wet rag or cloth. • Mile still wearing RPE, remove coveralls, turning them inside-out to entrap any remaining contamination and then place them into a labelled asbestos waste bag. • Remove RPE. If non-disposable - inspect it to ensure it is free from contamination, dean it with a wet rag and store in a clean container. If disposable - cleaning is not required but RPE should be placed in a labelled asbestos waste bag or waste container. Refer to the *Code of Practice: How to safety Remove Asbestos* for more information.
Clearance procedure	• Visually inspect the asbestos work area to make sure it has been properly cleaned. • Clearance air monitoring is not normally required for this task.

Safe Work Practice 3 – Cement Roofs – Cleaning Leaf Litter from Gutters of Asbestos	
These tasks should only to be carried out on asbestos that are in good condition. For this reason, the AC material should be thoroughly inspected before commencing the work. There is a risk to health if the surface of asbestos cement sheeting is disturbed (e.g. from hail storms and cyclones) or if the sheeting has deteriorated as a result of aggressive environmental factors such as pollution. If asbestos cement sheeting is so weathered that its surface is cracked or broken, the asbestos cement mains may be eroded, increasing the likelihood that asbestos fibres will be released. If treatment of asbestos cement sheeting is considered essential, a method that does not disturb the matrix of the asbestos cement sheeting should be used. Under no circumstances should asbestos cement products be water blasted or dry sanded in preparation for painting, coating or sealing.	
Equipment that may be required on site prior to commencing the work (in addition to any equipment required to complete particular task)	• A bucket of water, or more as appropriate, and detergent • A watering can or garden spray. • A hand towel or scoop • Disposable cleaning rags. • A suitable asbestos waste container • Warning signs and/or barrier tape.
PPE	• Protective clothing and RPE (see AS1715, AS 1716) it is likely that a class P1 or P2 halt face respirator will be adequate for this task, provided the recommended safe work procedure is followed.
Preparing the asbestos work area	• Since the work is to be carried out at a height, appropriate precautions must be taken to prevent the risk of falls. • Ensure appropriately marked asbestos waste disposal containers are available. • Segregate the asbestos work area to ensure unauthorised personnel are restricted from entry (e.g. use warning signs and/or barrier tape at all entry points). The distance for segregation should be determined by a risk assessment. • Segregate the area below. • Avoid working in windy environments where asbestos fibres can be redistributed. • If using a bucket of water, do not re-soak used rags in the bucket, as this will contaminate the water. Instead, either fold the rag so a clean surface is exposed or use another rag.
Gutter cleaning	• Disconnect or re-route the downpipes to prevent any entry of contaminated water into the waste water system and ensure there is a suitable container to collect contaminated runoff. Contaminated water must be disposed of as asbestos waste. • Mix the water and detergent. • Using the watering can or garden spray, pour the water and detergent mixture into the gutter, but avoid over-wetting as this will create slurry. • Remove the debris using a scoop or trowel. Do not allow debris or slurry to enter the water system. • Wet the debris again if dry material is uncovered. • Place the removed debris straight into the asbestos waste container.
Decontaminating the asbestos work area and equipment	• Use damp rags to wipe down all equipment used. • Use damp rags to wipe down the guttering. • Where practicable, and if necessary, use an asbestos vacuum cleaner to vacuum the area below. • Place debris, used rags and other waste in the asbestos waste container. • Wet wipe the external surfaces of the asbestos waste container to remove any adhering dust before it is removed from the asbestos work area. • Use damp rags to wipe down all equipment used. • Use damp rags to wipe down the guttering. • Where practicable, and if necessary, use an asbestos vacuum cleaner to vacuum the area below. • Place debris, used rags and other waste in the asbestos waste container. • Wet wipe the external surfaces of the asbestos waste container to remove any adhering dust before it is removed from the asbestos work.
Personal decontamination should be carried out in a designated area	• If disposable coveralls are worn, clean the coveralls while still wearing RPE using a HEPA vacuum, damp rag or fine-water spray. RPE can be cleaned with a wet rag or cloth. • While still wearing RPE, remove coveralls, turning them inside-out to entrap any remaining contamination and then place them into a labeled asbestos waste bag. • Remove RPE. If non-disposable - inspect it to ensure it is free from contamination, clean it with a wet rag and store in a clean container. If disposable - cleaning is not required but RPE should be placed in a labeled asbestos waste bag or waste container. Refer to the *Code of Practice. How to Safely Remove Asbestos* for more information.
Clearance procedure	• Visually inspect the asbestos work area to make sure it has been properly cleaned. • Clearance air monitoring is not normally required for this task. • Dispose of all waste as asbestos waste. Refer to the *Code of Practice: How to Safely Remove Asbestos* for more information.

Safe Work Practice 4 – Replace Cabling In Asbestos Cement Conduits	
Equipment that may be required on site prior to commencing the work (in addition to any equipment required to complete particular task)	• Disposable cleaning rags. • A bucket of water, or more as appropriate, and/or a misting spray bottle, • 200 µm thick plastic sheeting. • Cable slipping compound. • Appropriately marked asbestos waste disposal bags. • Spare PPE. • Duct tape. • Warning signs and/or barrier tape. • An asbestos vacuum cleaner.
PPE	• Protective clothing and RPE (see AS1715, AS 1716) it is likely that a class P1 or P2 half face respirator will be adequate for this task, provided the recommended safe work procedure is followed.
Preparing the asbestos work area	• If the work will be carried out in a confined space, appropriate precautions must be taken to prevent the risk of asphyxiation. • Ensure appropriately marked asbestos waste disposal bags are available. • Carry out the work with as few people present as possible. • Segregate the asbestos work area to ensure unauthorised personnel are restricted from entry (e.g. use warning signs and/or barrier tape at all entry points). The distance for segregation should be determined by a risk assessment. • Use plastic sheeting, secured with duct tape, to cover any surface within the asbestos work area, which could become contaminated. • Place plastic sheeting below the conduits through which cable(s) are to be pulled, prior to pulling any cables. • Ensure there is adequate lighting. • Avoid working in windy environments where asbestos fibres can be redistributed • If using a bucket of water, do not re-soak used rags in the bucket, as this will contaminate the water. Instead, either fold the rag so a clean surface is exposed or use another rag.
Replacement or installation of cables	• Wet down the equipment and apply adequate cable slipping compound to the conduits/ducts throughout the process. • Clean all ropes, rods or snakes used to pull cables after use. Cleaning should be undertaken close to the point(s) where the cables exit from the conduits/ducts. • Ropes used for cable pulling should have a smooth surface that can easily be cleaned. • Do not use metal stockings when pulling cables through asbestos cement conduits. • Do not use compressed air darts for pulling cables through asbestos cement conduits/ducts.
Decontaminating the asbestos work area and equipment	• Use damp rags to clean the equipment. • Wet wipe around the end of the conduit, sections of exposed cable and the pulling eye at the completion of the cable pulling operation. • If the rope or cable pass through any rollers, these must also be wet wiped after use. • Wet wipe the external surface of excess cable pulled through the conduit/duct, as close as possible to the exit point from the conduit, before it is removed from the work site. • Carefully roll or fold any plastic sheeting used to cover any surface within the asbestos work area, so as not to spill any dust or debris that has been collected. • If required, use damp rags or an asbestos vacuum cleaner to clean any remaining visibly contaminated sections of the asbestos work area. • Place all debris, used rags, plastic sheeting and other waste in the asbestos waste bags/container. • Wet wipe the external surfaces of the asbestos waste bags/container to remove any adhering dust before they are removed from the asbestos work area.
Personal decontamination should be carried out in a designated area	• If disposable coveralls are worn, clean the coveralls while still wearing RPE using a HEPA vacuum, damp rag or fine-water spray. RPE can be cleaned with a wet rag or cloth. • While still wearing RPE, remove coveralls, turning them inside-out to entrap any remaining contamination and then place them into a labeled asbestos waste bag. • Remove RPE. If non-disposable - inspect it to ensure it is free from contamination, clean it with a wet rag and store in a dean container. If disposable - cleaning is not required but RPE should be placed in a labeled asbestos waste bag or waste Container. Refer to the *Code of Practice: How to Safely Remove Asbestos* for more information.

Safe Work Practices 5 – Working on Electrical Mounting Boards Containing Asbestos	
If the asbestos-containing electrical mounting panel has to be removed for work behind the board, the procedures for removing electrical meter boards outlined in the *Code of Practice: How to Safely Remove Asbestos* should be followed. If drilling is required, *the* control process should be consistent with the measures described in *Safe Work Practice.*	
Equipment that may be required on site prior to commencing the work (In addition to equipment required to complete particular task)	• A non-powered hand drill or a low-speed battery-powered drill or drilling equipment. Battery-powered drills should be fitted with a LEV dust control hood wherever possible. If a LEV dust control hood cannot be attached and other dust control methods, such as pastes and gels, are unsuitable then shadow vacuuming techniques should be used. • Duct tape. • Warning signs and/or barrier tape • Disposable cleaning rags. • A plastic bucket of water and for a misting spray bottle. • Spare PPE. • A suitable asbestos waste container, • 200 µm plastic sheeting. • An asbestos vacuum cleaner.
PPE	• Protective clothing and RPE (see AS1715, AS 1716) it is likely that a class P1 or P2 half face respirator will be adequate for this task, provided the recommended safe work procedure is followed.
Preparing the asbestos work area	• Because the asbestos work area will involve electrical hazards, appropriate precautions must be taken to prevent the risk of electrocution. • Ensure appropriately marked asbestos waste disposal bags are available. • Carry out the work with as few people present as possible. • Segregate the asbestos work area to ensure unauthorised personnel are restricted from entry (e.g. use warning signs and/or barrier tape at all entry points). The distance for segregation should be determined by a risk assessment. • Use plastic sheeting, secured with duct tape, to cover any surface within the asbestos work area which could become contaminated • Ensure there is adequate lighting. • Avoid working in windy environments where asbestos fibres can be redistributed. • If using a bucket of water, do not re-soak used rags in the bucket, as this will contaminate the water, Instead, either fold the rag so a clean surface is exposed or use another rag.
Work on electrical mounting panels	Providing the panel is not friable, maintenance and service work may include: • Replacement of asbestos containing equipment on the electrical panel with non-asbestos equipment • Operation of main switches and individual circuit devices Pulling/inserting service and circuit fuses • Bridging supplies at meter bases • Use testing equipment • Accessing the neutral link • Installation of new components/equipment.
Decontaminating the asbestos work area and equipment	• Use disposable rags to clean the equipment. • Carefully roll or fold any plastic sheeting used to cover any surface within the asbestos work area, so as not to spill any dust or debris that has been collected. • In areas where there is an electrical hazard, an asbestos vacuum cleaner should be used to remove any dust or debris from the mounting panel and other visibly contaminated sections of the asbestos work area. • In areas where there is no electrical hazard, wet wiping with a damp rag can be used to remove minor amounts of dust or debris. • Place debris, used rags, plastic sheeting and other waste in the asbestos waste bags in container. • Wet wipe the external surfaces of the asbestos waste bags/container to remove any adhering dust before they are removed from the asbestos work area.
Personal decontamination should be carried cut in a designated area	• If disposable coveralls are worn, clean the coveralls while still wearing RPE using a HEPA vacuum, damp rag or fine-water spray. RPE can be cleaned with a wet rag or cloth. • While still wearing RPE, remove coveralls, turning them inside-out to entrap any remaining contamination and then place them into a labeled asbestos waste bag. • Remove RPE. If non-disposable - inspect it to ensure it is free from contamination, dean it with a wet rag and store in a clean container. If disposable - cleaning is not required but RPE should be placed in a labeled asbestos waste bag or waste container. Refer to the *Code of Practice: How to Safety Remove Asbestos* for more information.

Safe Work Practices 5 – Working on Electrical Mounting Boards Containing Asbestos	
Clearance procedure	• Visually inspect the asbestos work area to make sure it has been properly cleaned. • Clearance air monitoring is not normally required for this task. • Dispose of all waste as asbestos waste, • Refer to the Code of Practice: How to Safely Remove Asbestos for more information.

INCIDENT REPORT FORM

This section to be completed by contractor

Contractor name:	**Date:**
Time of incident / accident:	**Owner / manager in control:**
Work area:	
Describe the hazard & detail what happened (include area and task, equipment, tools and people involved)	
Possible solutions / how to prevent recurrence (do you have any suggestions for fixing the problem / preventing a repeat?)	

This section to be completed by owner / manager in control

Results of investigation - determine whether the hazard is likely to cause an injury and explain what factors caused the event.			
Action taken – owner / manager in control to identify actions to prevent injury or illness and transfer to Safety Action Plan (SAP).			
Action		Responsibility	Completed
1			
2			
Office action			

Feedback has been provided to person who reported the hazard / incident / accident Y / N	
Contractor name:	**Date:**
Supervisor / Manager name:	**Date:**

DUTY OF CARE STAKEHOLDER DETAILS

Common area Workplace

Stakeholder [OC, Company name]	**Representative**	**Phone number/s**	**Email**

REPORT LIMITATIONS

Areas inspected do not include private property, e.g. balconies and inside individual units as the Owner of a private dwelling is not required to comply with the regulation.

It is not always possible to view all areas of the building as access is not physically possible and / or would involve a demolition or partial demolition, or work from ladders. As Audit inspectors perform all on-site inspections alone, working at heights cannot be achieved. As a general guide, Asbestos Containing Materials (ACM) if stable and inaccessible should be left in situ until demolition, partial demolition or renovation. Where in situ asbestos materials are in a stable condition, but accessible, they should be controlled appropriately through encapsulation, sealing, enclosure or removal. However, ACM that is friable, poorly bonded or in an unstable condition, must be removed. Please note that if ACM is to be removed, removal must be done in accordance with the Safe Removal of Asbestos Code of Practice.

Where access was unavailable to the roof, the survey inspector uses aerial photos, information from the on-site inspection and experience to assess the age of the building to establish the materials used. Thus, the presence of Asbestos Containing Material on the roof and out buildings etc. may not be applicable.

MATERIAL SAMPLING AND ANALYSIS

Only laboratory analysis of samples of the particular material can conclusively identify the presence, type, and proportion of asbestos.

If samples are taken during our inspection, they should be representative of the suspected ACM (eg. for the walls of multi-storey buildings, at least one sample should be taken on each floor). If there are any variations in the appearance, texture or colour of the material, additional samples should be taken.

When requested, Focus Fire & Safety can competently collect these samples and arrange for analysis by a NATA accredited laboratory. Focus Fire & Safety will forward both PDF copies and the original certificate(s) of analysis to the client as they are completed, typically within 14 days of inspection.

The cost of material sampling and analysis to confirm the presence of asbestos is not included in this Asbestos Management Plan.

ACCESS LIMITATIONS FOR SAMPLING

In some instances, ACM may be present in areas that cannot be accessed without implementing destructive sampling techniques. As such, it may not be possible to positively identify the presence of all ACM on the property. Where there is reason to suspect ACM in areas that cannot be inspected, we will presume it to be present. Where ACM is presumed to be present, it will be treated as identified ACM.

Limited access areas may include:

- Wall cavities
- Beneath floor coverings
- Pipework in wall cavities
- Heater banks in air conditioning ductwork
- Penetrations in solid wall cavities and concrete floor slabs, lifts shafts, etc
- Fire doors

- Inaccessible service ducts / risers

ABBREVIATIONS

Abbreviations exist in all industries – the following are to assist with Asbestos / Hazard identification:

AC sheeting	Asbestos Cement Sheeting
ACD	Asbestos Contaminated Dust
ACM	Asbestos Containing Material
HEPA filter	High Efficiency Particulate Air filter
LEV	Local Exhaust Ventilation
NOA	Naturally Occurring Asbestos
OHS	Occupational Health & Safety
PCBU	Person Consulting a Business or Undertaking
PPE	Personal Protective Equipment
RPE	Respiratory Protective Equipment
SAP	Safety Action Plan
SDS	Safety Data Sheet

PRIORITY LEVELS

The ultimate goal of the asbestos management and control regime is for all workplaces to be free from ACM. This goal will not be achieved overnight however, so it is important that all ACM be managed and controlled depending on the risk it poses. As such, in the Inspection Summary Report, each item of presumed or confirmed ACM is given a 'Priority Number' ranked between a priority of 1 for a high risk incidence through to a priority 4, for a low risk of exposure. This indicates how it should be managed. The different Priority Levels are explained below.

A site with ACM **must** have controls in place i.e. “Site Safety Register and Folder, Asbestos Register and Asbestos Hazard Site Pack”

Priority Ranking	Meaning & Recommended Control Measures
Critical Risk Immediate Removal Action Required	Based on the condition of the ACM there is an indication of an immediate or elevated health risk to workers. The ACM has been identified as High Risk, and cannot be controlled through enclosure, encapsulation or sealing. Access to the area containing the ACM should be restricted and the ACM should be safely removed immediately.
High Risk Plan for removal	Based on the condition of the ACM, the likelihood that it will be disturbed and the likelihood of a person being exposed to respirable asbestos fibres, the ACM poses a potential health risk to workers in their current state. This risk is determined as requiring immediate action of the preferred control measure - elimination. Immediate removal of the asbestos containing materials is recommended. Failing removal - control measures to stabilise and isolate the material from access by any non-essential workers with regular monitoring of the condition of the material is the minimum that would be acceptable, until asbestos removal can be arranged.
Moderate Risk Planned monitoring	Based on the condition of the ACM, the likelihood that it will be disturbed, and the likelihood of a person being exposed to respirable asbestos fibres, the ACM does not present an immediate health risk unless further disturbed. Control measures must be implemented to undertake any necessary repairs and maintenance and protect these materials from further damage, including installation of warning signs. Reassessment of this priority ranking should be undertaken when any change to the work environment or the work activity within the environment is planned.
Low Risk	Products or bonded ACM that pose low health risk to workers. This material is currently undamaged, stable, non-friable, within a low assessable area. Control measures to protect these materials from damage would include identifying materials with warning signs and providing asbestos awareness instruction to workers by way of workplace training. Reassessment of this priority rating should be undertaken when any change to the work environment or the work activity within the environment is planned. E.g. low probability of disruption e.g. a well secured eave boards.

Asbestos is more vulnerable to damage and more likely to release airborne asbestos fibres than others, however in general, the materials which contain a high percentage of asbestos with less bonding agent are more easily damaged. For example, asbestos insulation and lagging can contain up to 85% asbestos and are likely to release fibres. In comparison, AC contains only 10-15% asbestos and as it is tightly bound, the material will only give off fibres if it is badly damaged, broken or is worked on.

No matter which priority level the asbestos has been indicated in your risk assessment, should any renovation, maintenance or demolition work involving asbestos or asbestos related materials (ACM) be planned, please ensure the persons involved can confirm their ability and intention to comply with the requirements for how to safely remove asbestos from www.worksafe.vic.gov.au or Safety Australia.

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

Schedule 3—Articles of strata corporation

1 (1) A unit holder must—

(a) maintain the unit in good repair;

(b) carry out any work ordered by a council or other public authority in respect of the unit.

(2) The occupier of a unit must keep it in a clean and tidy condition.

2 A person bound by these articles—

(a) must not obstruct the lawful use of the common property by any person; and

(b) must not use the common property in a manner that unreasonably interferes with the use and enjoyment of the common property by the other members of the strata community, their customers, clients or visitors; and

(c) must not make, or allow his or her customers, clients or visitors to make, undue noise in or about any unit or the common property; and

(d) must not interfere, or allow his or her customers, clients or visitors to interfere, with others in the enjoyment of their rights in relation to units or common property.

3 A person bound by these articles must not use the unit, or permit the unit to be used, for any unlawful purpose.

4 Subject to the *Strata Titles Act 1988*, a person bound by these articles must not, without the strata corporation's consent, keep any animal in, or in the vicinity of, a unit.

5 A person bound by these articles—

(a) must not park a motor vehicle in a parking space allocated for others or on a part of the common property on which parking is not authorised by the strata corporation; and

(b) must take reasonable steps to ensure that his or her customers, clients or visitors do not park in parking spaces allocated for others or on parts of the common property on which parking is not authorised by the strata corporation.

6 A person bound by these articles must not, without the consent of the strata corporation—

(a) damage or interfere with any lawn, garden, tree, shrub, plant or flower on the common property; or

(b) use any portion of the common property for his or her own purposes as a garden.

7 A person bound by these articles must not—

(a) bring objects or materials onto the site of a kind that are likely to cause justified offence to the other members of the strata community; or

(b) allow refuse to accumulate so as to cause justified offence to others.

8 A person bound by these articles must not, without the consent of the strata corporation, display any sign, advertisement, placard, banner or any other conspicuous material of a similar nature—

(a) on part of his or her unit so as to be visible from outside the building; or

(b) on any part of the common property.

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9 The occupier of a unit may, without the consent of the strata corporation, paint, cover or in any other way decorate the inside of any building forming part of the unit and may, provided that unreasonable damage is not caused to any common property, fix locks, catches, screens, hooks and other similar items to that building.

10 The occupier of a unit used for residential purposes must not, without the consent of the strata corporation, use or store on the unit or on the common property any explosive or other dangerous substance.

11 A person bound by these articles—

(a) must maintain within the unit, or on a part of the common property set apart for the purpose by the strata corporation, a receptacle for garbage adequately covered; and

(b) must comply with all council by-laws relating to the disposal of garbage.

12 A unit holder must immediately notify the strata corporation of—

(a) any change in the ownership of the unit, or any change in the address of an owner;

(b) any change in the occupancy of the unit.

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

RESOLUTIONS AFFECTING STRATA CORPORATION 1607 INC

DISCLAIMER - Strata Data will not be held liable for any missing, incomplete or incorrect information provided prior to the commencement of our management: 18/06/04

THE RELEVANT MINUTES should be consulted for the precise wording of resolutions.

DATE **RESOLUTION**

05/07/94 **Legal Recoveries**

Strata managers are authorised without need for further authority to levy costs incurred for all legal recovery costs against the unit holder in default of payment of Corporation contributions and/or levies.

08/07/09 **Legal Recoveries**

That Strata Data is granted approval to seek legal assistance for the recovery of unpaid maintenance contributions or levies which remain unpaid after a period of six weeks from the due date, having first notified the owner of such action. All costs for the recovery to be borne by the relevant unit owner and become a debt against the unit.

Legal Action for Breach of the Articles (Schedule 3) of the Strata Titles Act 1988

That Strata Data is granted approval to seek legal assistance to write to the owner of a unit whereby the occupier has clearly breached the Strata Titles Act and caused distress to other residents of the complex. Provided that at least two letters one of which a warning of legal recourse, have been forwarded to the unit owner and or agent concerning the occupants. The cost of all associated legal fees to be borne by the relevant owner and to become a debt against the unit.

Hot Water Unit Installations

That individual unit owners may install gas or electric hot water heaters externally on the condition they don't block access around the building and install solar collectors on the roof on the condition they are not placed on the street front elevation and a qualified person signs off on the roof structure being adequate to support the additional load. All repairs to the building and ongoing maintenance will be that individual unit owners responsibility.

Digital Television Reception (not including Foxtel installation)

That individual unit owners may install external mounted digital TV antennas to receive a digital service on the condition they are not located on the front of the building.

04/07/12 **Interest charged on overdue levies**

That in accordance with Section 27 (4) of the Strata Titles Act 1988 (as amended), if a levy is not paid on the date by which it becomes due and payable in accordance with a Resolution of the Corporation, the Corporation resolves to apply interest charges on those levies at a rate of 10% per annum.

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

21/07/15 **Dog Approval - Unit 2**

That approval is granted for unit 2 to keep a small dog (under 12 kilograms) on the condition that the owner appropriately cleans up after it and it is not let free to roam on common property. The Strata Corporation reserve the right to request the removal of the dog, should it become a nuisance (barking etc).

Natural Gas Connection Approval

That approval is granted in principal for natural gas to be connected to the group (at no cost). The installation will include bringing the gas in from the street to a main meter/regulator to be installed in the front garden bed of unit 1. It will then be up to those units who wish to connect to gas to bring it from the main meter/regulator to their unit. A small section of the driveway will need to be dug up so that the pipe work can be installed. This is to be co ordinated with the driveway repairs to reduce costs.

Shrub Removal - Unit 1

That approval is granted for Unit 1 to remove a shrub on common property in front of unit 1 and replace it with another one that is more aesthetically pleasing.

20/7/16 **Dog approval unit 2**

That unit 2 is granted to keep a small dog. If the dog becomes a nuisance, the Corporation has the right to request its removal

02/08/18 **Insurance Excess**

That the cost of the insurance excess be borne by the Unit from which the claim originated. That where a claim has originated from Common Property, the Body Corporate be responsible for the cost of the excess. That where a claim against a unit owner's alteration and/or addition is made, the responsibility of the insurance excess relating to that claim be borne by that unit owner

29/07/21 **Related costs for recovery of outstanding money – Unanimous Resolution**

It was resolved "That the Body Corporate seek to recover overdue levies which remain unpaid after a period of four weeks from the due date, having first notified the owner of proposed action. Related costs associated with the recovery of outstanding money shall be levied as a debt against the unit

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

HOUSE RULES

STRATA CORP 1607 INC.

21 LEONORE AVENUE

KENSINGTON GARDENS

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

List of Regulations for Guidance of Residents

1. **A mandatory speed limit of 6kph is to be maintained on Corporation property at all times.**

2. **It is the responsibility of residents to keep their carports and porches in a clean condition. Porches are not to be used for storage of motor cycles, bicycles, toys, etc.**

3. **Washing of Cars should be over the drains in driveway.**

4. **Watering of lawns/gardens should be shard by all residents. Lawn area must not be used for play areas or any her private purpose.**

5. **It is of the parents interest to supervise children if playing in the driveway and see that they do not tamper or damage parked vehicles or cause nuisance to other residents.**

6. **Noise from parties, stereos etc should be controlled and not allowed to disturb other residents after 10pm.**

7. **External T.V. antennas are not permissible.**

8. **When sun blinds are fitted, they should be uniform in colour and material with those already installed. They should not protrude more than 20cm (8") from the building line.**

9. **1 cat per unit is allowed**

10. **Owners/Tenants – Please ensure visitors use correct parking areas and not temporary unoccupied carports.**

11. **Quarterly Payments of levies to be made by the 1st of January, April, June and September. A charge of 10% levy on overdue payments.**

12. **Unit owners are permitted to park on additional car in the driveway immediately in front of the existing garage.**

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

STRATA DATA

31st July 2026

IMPORTANT NOTICE TO NEW OWNER | LANDLORD & CONTENTS INSURANCE

The property you are considering purchasing is part of a Strata / Community group managed by Strata Data. As such the common/shared areas are already covered by the mandatory Body Corporates insurance policy.

However, your personal property & public liability within your own unit is not covered by your Body Corporates insurance, so resident owners and investor owners must take out their own insurance to cover these risks. If you are a resident owner you need separate contents insurance, and if you are an investor owner you need separate landlords insurance.

Please find in the following pages further information on both of these insurance products.

To access great rates on these insurances please go to www.stratadata.com.au/insurance

Best,

MARC STEEN
Chief Operating Officer

DISCLAIMER: Please note this is not financial advice and does not take into account your individual circumstances. It is your responsibility to determine what insurance products are right for you.

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

STRATA COMMUNITY INSURANCE

stratacommunityinsure.com.au
T 1300 SCINSURE (1300 724 678)
E myenquiry@scinsure.com.au
A Level 12, 182 Victoria Square, Adelaide, SA 5000

CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	SRSC21005569
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED	Strata Corporation No. 1607
SITUATION	21 Leonore Avenue, Kensington Gardens, SA, 5068
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 15/08/2025 Expiry Date: 4:00pm on 15/08/2026
INTERMEDIARY	Honan Insurance Group Pty Ltd
ADDRESS	GPO Box 4747, Melbourne, VIC, 3001
DATE OF ISSUE	28/07/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	$1,441,000
		Common Area Contents	$14,410
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	$216,150
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		$30,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		$100,000
SECTION 6	Office Bearers' Liability		$250,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		$216,150
SECTION 9	PART A	Government Audit Costs – Professional Fees	$25,000
	PART B	Appeal Expenses	$100,000
	PART C	Legal Defence Expenses	$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder.

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

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Periodic – residential tenancy agreement

All parties to this agreement should consider seeking legal advice about their rights and obligations

Landlord: *(Landlord details must be completed even if an agent is acting for the landlord)*

Insert full name/s: MAXIMILIAN MANN
Address for service of documents (must not be agent's address):
Postcode:
Contact telephone number (only required if no agent is managing the property for the landlord):

Agent:

Insert name of registered agent or person managing the property for the landlord: STEFANIE LAUREN MANN		
Address (for service of documents): 1/5 SCHOOL STREET BLACKBURN SOUTH VICTORIA		*RLA:*
		Postcode: 5068
Telephone:	*Mobile:* 0447 468 841	*Email address for service of notice or document:* s.mann90@hotmail.com

Tenant:

*Insert full name of **tenant 1**:* CLAUDIA LOUISE ELISCHER	
Contact telephone number: 0401 060 360	*Email address for service of notice or document:* claudia_elischer@hotmail.com
*Iinsert full name of **tenant 2**:*	
Contact telephone number:	*Email address for service of notice or document:*
*Insert full name of **tenant 3**:*	
Contact telephone number:	*Email address for service of notice or document:*

Address of premises:

1/21 LEONORE AVENUE KENSINGTON GARDENS

Commencement of agreement:

Start date: 29 / 05 / 2023

Bond amount:

$ 0.00

Rent:

Payment of rent will be made on:

Weekly amount: $ 370.00	*Insert day of week rent is due* THURSDAY	*of each week/fortnight/month* FORTNIGHT

Does the property meet minimum housing standards? *(see Housing Improvement Act 2016)* Yes [X] No [ ]

Is there a rent control notice or order on the property? Yes [ ] No [X]

(if yes, provide details in 'Additional terms of agreement')

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

Method of payment of rent: *An option to pay the rent without attending the premises must be offered to the tenant.*

How/where is the rent to be paid:

BY CASH DEPOSIT INTO BANK ACCOUNT

Domestic appliance requiring instruction: *Manufacturers' manuals, or written or oral instructions must be given.*

List all appliances or devices provided as part of the agreement that the tenant should expect instructions for e.g. air conditioner:

EVAPORATIVE AIR CONDITIONER

DISHWASHER

ELECTRIC OVEN, GAS COOKTOP

GAS HEATER

Water use and supply: *Unless there is a specific agreement with the tenant, if the water supply is separately metered, the tenant is responsible to pay for **all water use and the water supply charge**.*

Tick one box:

All water use and supply charge	*All water use only*	*Supply charge only*	*Other* — *Insert details of other agreement:*
☐	☐	☐	☒ LANDLORD TO PAY WATER SUPPLY AND USAGE AS METER IS SHARED BETWEEN 3 UNITS

The tenant is not required to pay charges for water unless the landlord asks for payment within 3 months of the issue of the bill, or the tenant requested a copy of the account and the landlord failed to provide it (at no cost) within 30 days.

Exclusions:

List parts of the premises that are not included in this agreement. Give as much detail as possible:

Terms of agreement

1. Application of the Act and Regulations

The *Residential Tenancies Act 1995* and related regulations apply to all residential tenancy agreements in South Australia. An agreement or arrangement that is inconsistent with the Act is invalid.

2. Maintenance of premises – landlord

The landlord will hand over the premises in a reasonably clean condition, maintain it in a reasonable state of repair and meet all health and safety legal requirements.

3. Maintenance of premises – tenant

The tenant will keep the premises in a reasonably clean condition and notify the landlord of any damage or repair. The tenant must not intentionally or negligently cause or allow damage to the premises.

4. Use of premises

The tenant will not use or allow the premises to be used for an illegal purpose, or cause or allow a nuisance. The tenant must not cause or allow an interference with the reasonable peace, comfort or privacy of another person who lives in the immediate vicinity of the premises.

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

5. Handing over possession of the premises without restrictions

At the start of the agreement the landlord will not restrict the tenant from having full use of the premises (except for any part reserved for the landlord's own use). The landlord is not aware of anything that would prevent the tenant from living in the premises for the term of the tenancy.

6. Tenant's right to peace comfort and privacy

The tenant is entitled to peace comfort and privacy without interference by the landlord or other tenants of the landlord.

7. Landlord's right of entry

All entry must be made between 8am and 8pm on any day other than a Sunday or public holiday. The landlord may enter the premises as listed in section 72 of the *Residential Tenancies Act 1995*.

8. Locks and security devices

The landlord will provide and maintain locks and other devices so that the premises are reasonably secure. Neither party will alter, remove, or add a lock or security device without the consent of the other. Neither party will unreasonably withhold consent to the alteration, removal or addition of a lock or security device by and at the expense of the other.

9. Alterations and additions

The tenant must not, without the landlord's written consent, make an alteration or addition to the premises. The landlord will not unreasonably withhold consent to an alteration or addition that is necessary to ensure the provision of infrastructure or a service of a prescribed kind.

10. Removal of an alteration or addition

The tenant may remove an item that was added with the landlord's consent, unless its removal would cause damage. If damage is caused by removing an item, the tenant must notify the landlord and, at the option of the landlord, repair the damage or compensate the landlord for the reasonable cost to repair the damage.

11. Subletting or assignment

The tenant has the right, with the landlord's written consent, to sublet or assign their interest of the premises to another. The landlord cannot unreasonably withhold consent but can charge reasonable expenses for giving consent.

13. Termination by landlord or tenant for breach of agreement

If a breach can be remedied, the landlord or tenant can issue a notice for the breach. The notice must be in a written form required by regulation, must detail the breach and that if the breach is not remedied within the specified period the tenancy will end.

14. Termination for rent arrears

If the tenant fails to pay rent, rent must be at least 14 days behind before the landlord can issue a notice of termination for the breach. The notice must be in a written form required by regulation.

15. Termination on hardship grounds

Either the landlord or the tenant can apply to the South Australian Civil and Administrative Tribunal (SACAT) to terminate a tenancy because the continuation of the tenancy would cause undue hardship.

16. Termination by landlord – specific reason

The landlord can terminate the agreement by giving at least 60 days notice in the written form required by regulation if:

- possession is required for demolition;
- possession is required to carry out repairs or renovations that can't be done with reasonable convenience while the tenant remains in the premises;
- possession is required for personal occupation or occupation by the landlord's spouse, child, parent, or the spouse of a child or parent;
- a contract for sale of the premises has been entered into under which the landlord needs to give vacant possession to the new owner.

17. Termination by landlord – no specific reason

The landlord can terminate the agreement by giving at least 90 days notice without specifying any reason for the notice. The notice must be given in the written form required by regulation.

18. Termination by tenant – no specific reason

The tenant can terminate the agreement by giving at least 21 days, or a period equivalent to a single tenancy period (whichever is longer) notice without specifying any reason for the notice. The notice must be given in the written form required by regulation.

19. Insurance

If parties want to insure the property; the landlord would be responsible to insure their dwelling, fixtures and fittings. The tenant would be responsible to insure their personal belongings and furnishings.

Additional terms of agreement

Insert any other terms of the agreement – a term must not contradict the tenancies legislation: ....

The landlord must give the tenant a copy of this agreement after it is signed.

Any variation to this agreement must be in writing and dated and signed by the landlord and tenant.

The landlord must keep a copy of this agreement and any variation – in paper or electronic form – for at least two years after the agreement ends.

Signature of landlord/s or agent:

SMann	*Date:* 22 / 05 / 2023
	Date: / /

Signature of tenant/s: *Make sure you read all terms of this agreement before signing*

CEFischer	*Date:* 22 / 05 / 2023
	Date: / /
	Date: / /

For general tenancy information contact Consumer and Business Services on 131 882, or visit sa.gov.au/tenancy/renters

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

Notice to tenant of rent increase

Residential Tenancies Act 1995 (section 55)

To: CLAUDIA ELISCHER

(insert name of tenant)

I hereby give you notice of an increase in rent in relation to premises at:

1/21 LEONORE AVENUE

KENSINGTON GARDENS

(insert address of rented premises)

On: 30/01/25 **(insert date of increase)*

Your new rent will be: $ 390.00 *(insert amount)*

PAYABLE: Weekly ☐ Fortnightly ☑ Monthly ☐

* This being not less than 60 days' notice.
* This increase being not less than 12 months after the day in which the tenancy commenced, or, if the rent has been increased under this section, the day on which it was last increased.

Signature of Landlord/Agent		29/11/24 Date
Address	1/5 SCHOOL STREET BLACKBURN SOUTH VICTORIA	

This notice may be:

1. given personally to the tenant
2. sent by post addressed to the tenant
3. left in a letter box or other place likely to come to the attention of the tenant
4. emailed to the tenant.

If there are more than two tenants the notice can be given to any one of them.

Note:

- **A fixed term agreement must include a condition that specifically allows for an increase in rent and indicates how any rent increase will be calculated.**
- **Rent cannot be increased within 12 months of the last increase.**
- **See page 2 for section 55 of the *Residential Tenancies Act 1995.***

Docusign Envelope ID: D6A2D1E4-445E-8A1D-8226-CFED5F84097A

Residential Tenancies Act 1995 – (section 55)

VARIATION OF RENT

(1) The landlord may increase the rent payable under a residential tenancy agreement by giving written notice to the tenant specifying the date as from which the increase takes effect.

(2) However—

(a) the right to increase the rent may be excluded or limited by the terms of the residential tenancy agreement; and

(b) if the tenancy is for a fixed term, the residential tenancy agreement is taken to exclude an increase in rent during the term unless it specifically allows for an increase in rent; and

(c) the date fixed for an increase of rent must be at least 12 months after the date of the agreement or, if there has been a previous increase of rent under this section, the last increase and at least 60 days after the notice is given but—

(i) if the maximum rent for the premises has been fixed by a housing improvement notice, and the notice is revoked, the landlord may, by notice given under this section within 60 days after revocation of the housing improvement notice, increase the rent for the premises from a date falling at least 14 days after the notice is given; and

(ii) if the landlord is a registered community housing organisation, and the residential tenancy agreement provides for variation of rent in accordance with the tenant's income, the landlord may increase the rent on the ground of a variation in the tenant's income from a date falling at least 14 days after the notice of the increased rent is given; and

(iii) if the landlord is a registered community housing organisation under a residential tenancy agreement that allows the landlord to change the basis of calculating the rent payable under the agreement, and the landlord gives the tenant written notice that there is to be a change in the basis of calculating rent as from a specified date (which must be at least 60 days after the notice is given and at least 12 months from the date of the agreement, or if there has been a previous change in the basis of rent calculation, at least 12 months from the date of the last such change), the rent may be increased to accord with the new basis of rent calculation as from the specified date without further notice under this section.

(2a) Despite subsections (1) and (2), the rent payable under a residential tenancy agreement may be increased at any time by mutual agreement between the landlord and the tenant.

(2b) However, an increase of rent under subsection (2a) must be at least 12 months after the date on which the residential tenancy agreement was entered into or, if there has been a previous increase of rent under this section, the last increase.

(3) The rent payable under a residential tenancy agreement may be reduced by mutual agreement between the landlord and the tenant.

(4) A reduction of rent may be made on a temporary basis so that the rent reverts to the level that would have been otherwise applicable at the end of a specified period.

(5) If the rent payable under a residential tenancy agreement is increased or reduced under this section, the terms of the agreement are varied accordingly.

(6) This section does not affect the operation of a provision of a residential tenancy agreement under which the rent payable under the agreement changes automatically at stated intervals on a basis set out in the agreement.

(7) For the purposes of this section, a series of residential tenancy agreements between the same parties (whether on the same terms or otherwise) and relating to the same premises is treated as a single residential tenancy agreement unless at least 12 months have elapsed since rent for the premises was fixed or last increased.

For further information contact Consumer and Business services on 131 882, or visit sa.gov.au/renting