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Form 1 - Vendor's statement

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

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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.

SA FORM 1

S.A. Form1's Pty Ltd - ABN : 26 168 075 778
proudly associated with Critchley & Associates Conveyancers

1283 North East Road, Tea Tree Gully SA 5091
Tel: 8397 4000 | admin@saform1.com.au

Part A - Parties and land

1 Purchaser:

Address:

2 ~~Purchaser's registered agent:~~ ☐

Address:

3 Vendor:

THEOHARIS GEORGE STEFANATOS

Address:

51 FRENCH STREET, NETHERBY, SA 5062

4 Vendor's registered agent:

KLEMICH REAL ESTATE PTY LTD T/A KLEMICH REAL ESTATE ☑

Address:

1/245 FULLARTON ROAD, EASTWOOD, SA 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]*

THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE - VOLUME 5050 FOLIO 535

BEING UNIT 3 IN STRATA PLAN 892 AND BEING LAND KNOWN AS
UNIT 3, 6 WEST TERRACE, KENSINGTON GARDENS, SA 5068

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:

51 FRENCH STREET, NETHERBY, SA 5062

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

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

FAX: 08 8132 0244 EMAIL: sold@klemich.com.au; andrew@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~~ THEOHARIS GEORGE STEFANATOS

of 51 FRENCH STREET, NETHERBY, SA 5062

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: 30/10/2024

Signed Theoharis George Stefanatos

Date:

Signed

Date:

Signed

Date:

Signed

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

(section 9)

To the purchaser:

I, CHRISTOPHER CRITCHLEY OF S.A. FORM 1'S PTY LTD

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: 30/10/2024

Signed: Christopher Critchley

~~*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, but not 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 each 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 all 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.]*

	Column 3
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):

CERTIFICATE OF TITLE

Number of mortgage (if registered):

12724840

Name of mortgagee:

COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

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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):

PROPERTY INTEREST REPORT

Description of land subject to easement:

THE WHOLE OF THE LAND COMPRISED IN
CERTIFICATE OF TITLE - VOLUME 5050 FOLIO 535

Nature of easement:

THERE MAY EXIST STATUTORY EASEMENT(S) THAT ARE NOT REGISTERED OR DEFINED ON THE TITLE FOR THE LAND, FOR PURPOSES SUCH AS (WITHOUT LIMITATION) ELECTRICITY INFRASTRUCTURE, GAS SUPPLY, WATER SUPPLY, SEWERAGE AND TELECOMMUNICATIONS TO, FROM AND THROUGH THE LAND

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?

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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?

Are there attachments?

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

Name of parties:

Period of lease, agreement for lease etc:

From

to

Amount of rent or licence fee:

$ per (period)

Is the lease, agreement for lease etc in writing?

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:

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

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 1966* (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):

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

Date of notice:

01 OCTOBER 2024

Amount of levy payable:

Refer to Certificate of ESL Payable

21. Local Government Act 1999

21.1 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):

CITY OF BURNSIDE COUNCIL SEARCH

Date of notice, order etc:

30 SEPTEMBER 2024

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

CITY OF BURNSIDE

Land subject thereto:

THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE VOLUME 5050 FOLIO 535

Nature of requirements contained in notice, order etc:

REFER TO CITY OF BURNSIDE COUNCIL SEARCH

Time for carrying out requirements:

REFER TO CITY OF BURNSIDE COUNCIL SEARCH

Amount payable (if any):

REFER TO CITY OF BURNSIDE COUNCIL SEARCH

22. Local Nuisance and Litter Control Act 2016

22.1 section 30 - Nuisance or litter abatement 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:

Notice issued by:

Nature of requirements contained in notice:

Time for carrying out requirements:

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23. Metropolitan Adelaide Road Widening Plan Act 1972

23.1 section 6 - Restriction on building 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):

Does the restriction apply to all of the land?

If NO, give details about the part of the land to which the restriction applies:

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,
CITY OF BURNSIDE COUNCIL SEARCH

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

ZONES:
SUBURBAN NEIGHBOURHOOD (SN)

SUBZONES:
NO

ZONING OVERLAYS:
AIRPORT BUILDING HEIGHTS (REGULATED) (ALL STRUCTURES OVER 45 METRES)

PRESCRIBED WELLS AREA

REGULATED AND SIGNIFICANT TREE

STORMWATER MANAGEMENT

URBAN TREE CANOPY

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? UNKNOWN

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? YES

Note - For further information about the Planning and Design Code visit www.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):

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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:

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Particulars relating to a strata unit

☑

1 Name of strata corporation: STRATA CORPORATION 892 INC

Address of strata corporation: 6 WEST TERRACE, KENSINGTON GARDENS, SA 5068

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):

REFER TO THE PARTICULARS SUPPLIED BY THE STRATA CORPORATION (STATEMENT PURSUANT TO SECTION 41) AND ENCLOSURES

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

REFER TO THE PARTICULARS SUPPLIED BY THE STRATA CORPORATION (STATEMENT PURSUANT TO SECTION 41) AND ENCLOSURES

(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 TO THE PARTICULARS SUPPLIED BY THE STRATA CORPORATION (STATEMENT PURSUANT TO SECTION 41) AND ENCLOSURES

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

THE UNIT ENTITLEMENT VALUE IS 199 OF A TOTAL OF 1,000

[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:

NOT APPLICABLE

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: ✓

A SUMMARY OF POLICY DECISIONS, SPECIAL AND UNANIMOUS RESOLUTIONS RESOLVED BY THE CORPORATION

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

Name: WHITTLES MANAGEMENT SERVICES PTY LTD

Address: 176 FULLARTON ROAD DULWICH, SA 5065 AND PO BOX 309 KENT TOWN SA 5071
PHONE: (08) 8291 2300

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 one 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.

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 -

Form R3 – Buyers Information Notice
Copy of certificate(s) of title to the land

STRATA PLAN

THE PARTICULARS SUPPLIED BY THE STRATA CORPORATION
(STATEMENT PURSUANT TO SECTION 41) AND ENCLOSURES

PROPERTY INTEREST REPORT

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

CERTIFICATE OF LAND TAX PAYABLE

SA WATER CERTIFICATE OF CHARGES

CITY OF BURNSIDE COUNCIL SEARCH

PLANSA - REGULATED AND SIGNIFICANT TREE REFORMS

*(*Strike out whichever is not applicable)*

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1 – VENDOR'S STATEMENT

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

*I / We the abovenamed Purchaser(s), hereby acknowledge having received this day the Form 1 with the annexures as set out above.

Dated this _____ Day of _____ 20

Signed: _____

_____

_____

_____

Purchaser(s)

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S.A. Form1's Pty Ltd - ABN : 26 168 075 778
proudly associated with Critchley & Associates Conveyancers

1283 North East Road, Tea Tree Gully SA 5091
Tel: 8397 4000 | admin@saform1.com.au

FORM R3 – BUYERS INFORMATION NOTICE

Annexure to Form 1 – Vendor's Statement

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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 2010 regulation 17

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 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?

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: 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.

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S.A. Form1's Pty Ltd - ABN : 26 168 075 778
proudly associated with Critchley & Associates Conveyancers

1283 North East Road, Tea Tree Gully SA 5091
Tel: 8397 4000 | admin@saform1.com.au

COPY OF CERTIFICATE(S) OF TITLE TO THE LAND

Annexure to Form 1 – Vendor's Statement

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LAND SERVICES SA

Product	Register Search (CT 5050/535)
Date/Time	30/09/2024 04:29PM
Customer Reference	24381
Order ID	20240930009999

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 5050 Folio 535

Parent Title(s) CT 3899/53

Creating Dealing(s) CONVERTED TITLE

Title Issued 28/10/1991 **Edition** 6 **Edition Issued** 24/05/2017

Estate Type

FEE SIMPLE (UNIT)

Registered Proprietor

THEOHARIS GEORGE STEFANATOS
OF 9 GREENWOOD GROVE URRBRAE SA 5064

Description of Land

UNIT 3 STRATA PLAN 892
IN THE AREA NAMED KENSINGTON GARDENS
HUNDRED OF ADELAIDE

Easements

NIL

Schedule of Dealings

Dealing Number	Description
12724840	MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Notations

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

Copyright: www.landservices.com.au/copyright | Privacy: www.landservices.com.au/privacy | Terms of Use: www.landservices.com.au/sailis-terms-of-use

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STRATA PLAN

Annexure to Form 1 – Vendor's Statement

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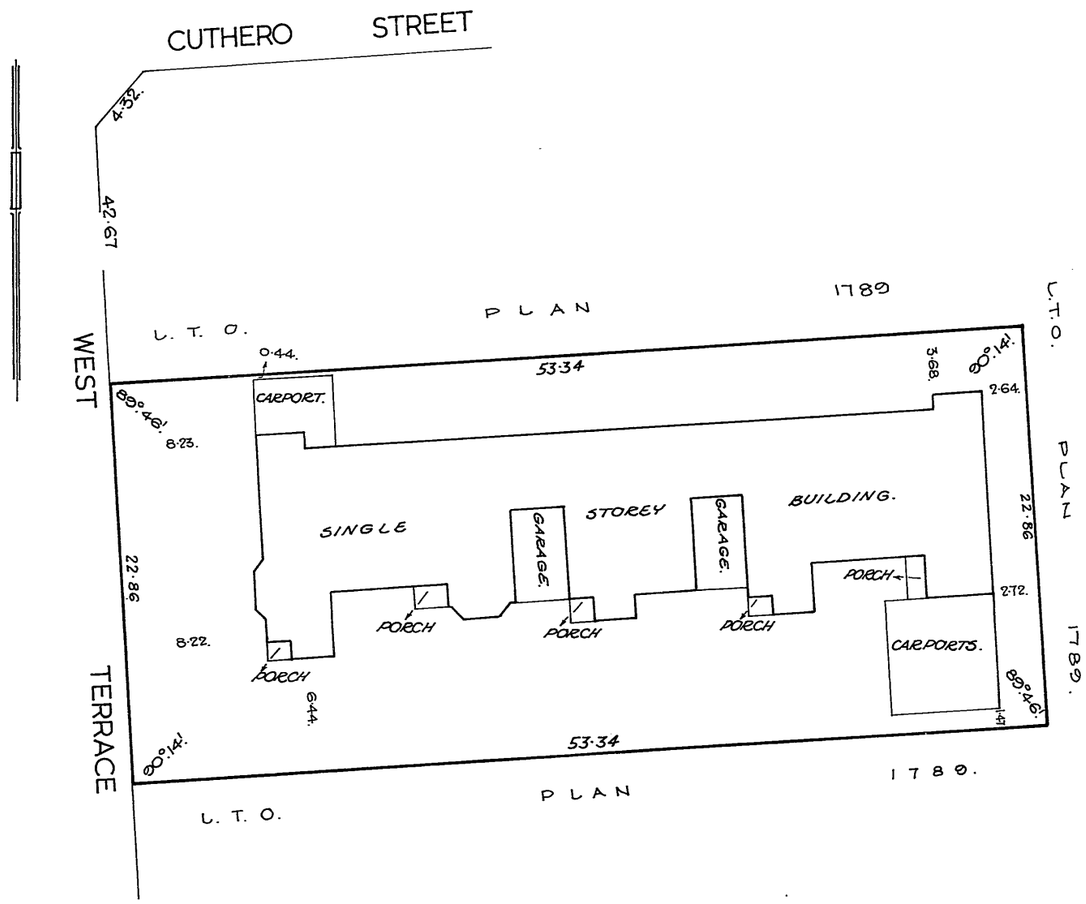
STRATA PLAN 892

IST OF 3 SHEETS

SCANNED AND DEPOSITED
DRAFTSMAN
Pro Registrar - General
8/1/1973



HUNDRED OF ADELAIDE
Lot 136 of L.T.R.O. Plan 1789.
Pt Section 271
" in the area named ~
KENSINGTON GARDENS

REFERENCE Vol. 2008 Fol. 175

SITE PLAN
METRES. 6 4 2 0 6 METRES.
SCALE.

TODD & Co.
SURVEYING AND PLANNING CONSULTANTS
20 FRANKLIN ST., ADELAIDE 5000
PHONE 51 2786
FILE REF.
T 648 /

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 EIGHTH day of NOVEMBER 1972.

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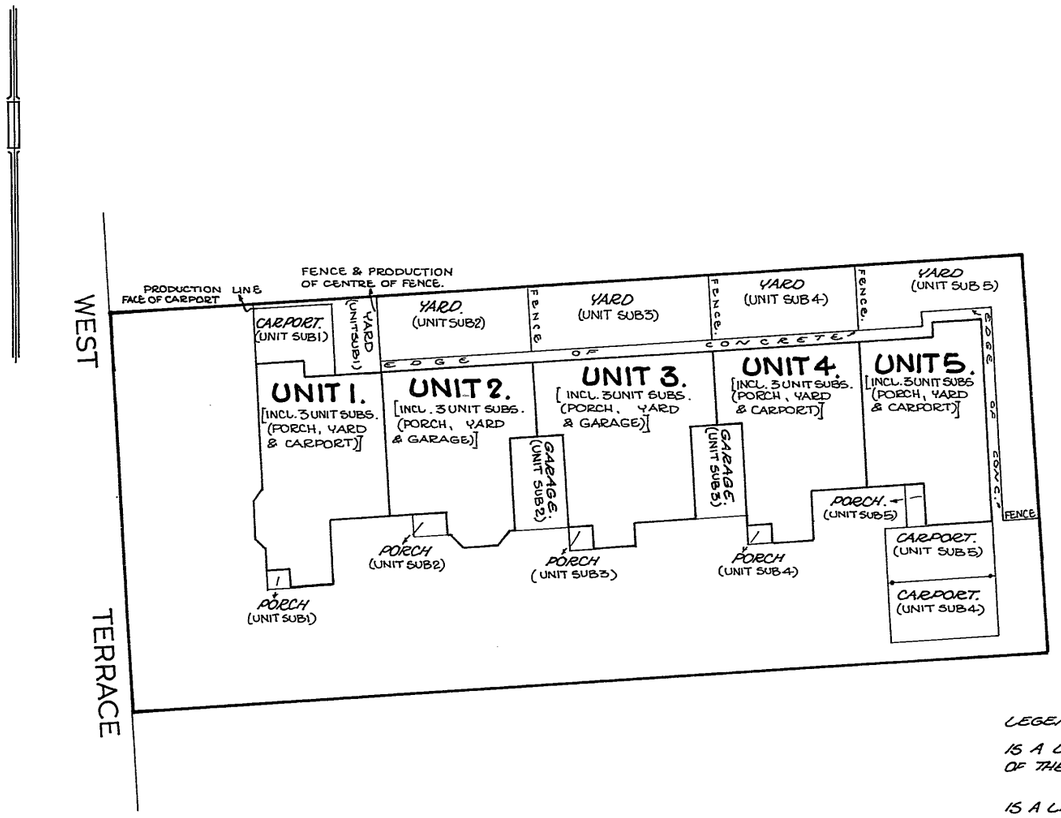
STRATA PLAN 892

2ND OF 3 SHEETS



GROUND FLOOR PLAN

METRES 6 4 2 0 6 METRES
SCALE

LEGEND :- THE BOUNDARY OF A UNIT WHERE IT ABUTS A UNIT SUBSIDIARY IS A LINE MIDWAY BETWEEN INNER AND OUTER SURFACES OF THE WALLS OF THE SAID UNIT.

THE BOUNDARY OF A UNIT SUBSIDIARY WHERE IT ABUTS A UNIT IS A LINE PARALLEL TO AND 0·02 METRES DISTANT FROM THE OUTER SURFACE OF THE WALL OF THE UNIT.

THE UPPER BOUNDARY OF A UNIT SUBSIDIARY SHOWN AS PORCH OR CARPORT IS A LINE 0·15 METRES BELOW THE LEVEL OF THE UNDERSIDE OF THE PORCH OR CARPORT.

THE HEIGHT OF EACH UNIT IS LIMITED TO THE LINE MIDWAY BETWEEN THE LOWER AND UPPER SURFACES OF THE CEILING OF EACH RESPECTIVE UNIT.

THE LOWER AND UPPER BOUNDARIES OF THE UNIT SUBSIDIARIES SHOWN AS YARDS ARE 1 METRE BELOW AND 3 METRES ABOVE EXISTING GROUND LEVEL RESPECTIVELY EXCEPT WHERE EAVES EXIST, THE UPPER BOUNDARIES OF THOSE PORTIONS AFFECTED ARE 0·15 METRES BELOW THE UNDERSIDE OF THE EAVES.

TODD & Co.
SURVEYING AND PLANNING CONSULTANTS
20 FRANKLIN ST., ADELAIDE 5000
PHONE 51 2786
FILE REF.
T 648 /

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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	204						
2	199						
3	199						
4	199						
5	199						
				AGGREGATE			
				COMMON PROPERTY			
AGGREGATE	1000						

Authenticated Vide Application Nº 3396662

S.E. Cresswell
Registrar General.

REGISTRAR-GENERAL SOUTH AUSTRALIA

STRATA PLAN 892

3RD. of 3 SHEETS

ACCEPTED AND DEPOSITED
E. A. Lweitzhue
CHIEF DRAFTSMAN
Pro Registrar General
8/1/1973

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Tel: 8397 4000 | admin@saform1.com.au

THE PARTICULARS SUPPLIED BY THE STRATA CORPORATION (STATEMENT PURSUANT TO SECTION 41) AND ENCLOSURES

Annexure to Form 1 – Vendor's Statement

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Whittles
Strata and Community Title Services

Adelaide Office
176 Fullarton Road
Dulwich
South Australia 5065
PO Box 309
Kent Town SA 5071

T 08 8291 2300

Whittles Management Services Pty Ltd atf Whittles Strata Unit Trust
ABN 31 493 603 726

www.whittles.com.au

30/10/24

SEARCHLIGHT TECHNOLOGY
PO BOX 232
RUNDLE MALL, SA, 5000

Dear Sir/Madam

RE: Strata Corporation 892 Inc.
6 WEST TERRACE, KENSINGTON GARDENS
ABN: 20876542463
Unit: 00003
OWNER: Mr T G Stefanatos

The following details are provided pursuant to your request for information under the Strata Titles Act 1988.

Unit Entitlement Value:

The Unit Entitlement Value is 199 of a total 1000.

Financial Status of the Unit Owner:

The contribution payable to the Administration Fund is currently $818.00 per quarter paid to 14/11/24. No GST is included within this contribution.

The contribution payable to the Sinking Fund is currently $20.00 per quarter paid to 14/11/24. No GST is included within this contribution.

Arrears are as follows:

Admin Fund:	$0.00	Interest:	$0.00
Sinking Fund:	$0.00	Other Arrears:	$0.00

TOTAL ARREARS ARE: $0.00 as at 30/10/2024. **NEXT CONTRIBUTION IS DUE 15/11/2024.**

(NOTE: An interest rate of 15 % per annum calculated daily applies)

The details provided are, to the best of our knowledge, accurate to this date. As this information could change prior to settlement, Conveyancers are urged to confirm them by telephone IMMEDIATELY PRIOR TO SETTLEMENT.
Please contact Whittles on 8291 2300 or info.adelaide@whittles.com.au

Known Extraordinary Expenses

Known extraordinary expenses likely to be incurred by the Corporation are as follows:

WATER : Individual meters are private meters. Strata Water Solutions read meters quarterly and access to meters is to be made available for this purpose.
Please notify Strata Water Solutions of new owner details at enquiries@stratawater.com.au

---

AGM 2024 Agreed painting works -$21,000 special levy due 15.1.25; Agreed right hand side fence repair/replacement - Special Levy to be raised due 15.3.25 (amount dependent on quote selected), Ridge capping repairs at Unit 1 to be undertaken, other units may also have work to be done - special levy to be raised if required, on a date to be decided, painting the front fence and letterbox numbering to be undertaken, repair/replacement unit 2 rear fence to have quote obtained with Management Committee authorised to approve works.

Please refer to Minutes of Corporation Meetings and other enclosures for other known liabilities.

Special Levies

Account	Amount	Frequency	Due Date
Special Levy - Painting	4,179.00	Once Off	15/01/25

Financial Status of the Strata Plan

The Corporation's funds are maintained in a bank account at Macquarie Bank Limited.

The fund currently stands to the credit of:

Administrative Fund	$5,050.50CR
Sinking Fund	$990.00CR (for future projects)

Enclosures

Enclosed are Minutes of General and Management Committee meetings for the past two years.

Also enclosed is a summary of policies, special resolutions and approvals granted by the Corporation. Further details of these are available upon request.

Insurance Details

Refer to the attached Certificate of Currency / Certificate of Insurance.

Records

The Corporation's records of accounts, minutes and other prescribed documentary material can be viewed and are available for inspection at our offices at 176 Fullarton Road, Dulwich during normal working hours.

Due to the COVID-19 pandemic we have adapted our office processes to keep our staff and clients safe while maintaining our professional standards and service levels. As a result of these modified processes we ask that you first contact us by email or telephone if you require an appointment to view those records.

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Pets

Please note this property is part of a Strata/Community 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/Community Plan. Please refer to By-Laws and/or Articles and Resolutions for further details.

Special Notes

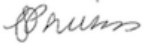
Conveyancers should note that it is the Unit holder's legal responsibility to notify the Corporation immediately of a change in ownership, change in address of the owner or change in occupancy of the Unit.

This statement is issued on the basis that any payment by the Unit holder by cheque or otherwise will be honoured at the first presentation.

This statement does not take into account any decisions or transactions of the Corporation at or subsequent to its issue.

Conveyancers should check with SA Water for any liability for additional water charges, and refer to the Corporation's financial budget for the year to ascertain whether such liability will be met by the Corporation or by the Unit holder.

Yours faithfully



Sarah Phillips
Body Corporate Manager
sarah.phillips@whittles.com.au

WHITTLES MANAGEMENT SERVICES PTY LTD
On behalf of the Corporation 30/10/2024

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PLEASE RETURN THIS SLIP IMMEDIATELY SETTLEMENT IS EFFECTED
to - info.adelaide@whittles.com.au

TO: WHITTLES MANAGEMENT SERVICES
PO BOX 309
KENT TOWN SA 5071

SETTLEMENT DATE: ___ /___ /___

PURCHASERS NAME(S):(Attach any extra purchasers details to this document)

Purchaser 1:

_____ _____
First Name Surname

Purchaser 2:

_____ _____
First Name Surname

BUSINESS NAME (If Applicable)

_____ _____

TELEPHONE NUMBERS : MOBILE : _____
HOME: WORK: _____
_____

EMAIL : _____

ACCOUNTS TO BE FORWARDED TO :
_____
_____

CORRESPONDENCE TO BE FORWARDED TO :
_____
_____

The Corporation request that where possible owners elect to receive their correspondence including accounts by email, in an
effort to reduce postage and photocopying charges.

BROKER:
Searchlight Technology
PO BOX 232, RUNDLE MALL

Strata Corporation 892 Inc.
6 WEST TERRACE, KENSINGTON GARDENS
Unit: 00003
OWNER: Mr T G Stefanatos

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TAX INVOICE

30/10/2024

Whittles Management Services
ABN 31 493 603 726
PO Box 309
KENT TOWN SA 5071

Searchlight Technology
PO BOX 232
RUNDLE MALL SA 5000

DESCRIPTION: Searching and completing document for provisions of Section 41 of the Strata Titles Act, 1988, Unit : 00003 at 6 WEST TERRACE, KENSINGTON GARDENS

Strata Corporation 892 Inc.

FEE:	As prescribed	$96.00	PAID
	Plus 10% GST	$9.60	PAID
TOTAL DUE:		$105.60	PAID

OWNER: Mr T G Stefanatos

With Compliments

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Administrative Fund Statement of Income & Expenditure

STRATA CORP.00892 INC
6 West Terrace KENSINGTON GARDENS SA 5068
1 September 2023 to 31 August 2024
Printed 20/09/24 09:58

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	15,283.00	15,130.00	153.00	11,062.00
Interest-Contributions arrears	0.00	0.00	0.00	0.15
Special levy-Insurance renewal	0.00	0.00	0.00	2,301.00
TOTAL FUND INCOME	**15,283.00**	**15,130.00**	**153.00**	**13,363.15**
FUND EXPENDITURE				
Audit prep. incl of auditor fee	82.50	85.00	2.50	0.00
Common property	222.20	500.00	277.80	550.56
Debt collection fees	132.00	0.00	(132.00)	220.00
Debt collection fees recovery	0.00	0.00	0.00	(220.00)
Grounds	2,167.30	3,510.00	1,342.70	3,509.80
Gutters & downpipes	44.00	470.00	426.00	469.00
Insurance renewals	3,480.00	6,714.00	3,234.00	5,955.96
Management - Additional services fee	88.00	0.00	(88.00)	220.00
Management - Agreed Services	1,809.00	1,809.00	0.00	1,675.00
Management - Asset Maintenance Services	90.00	90.00	0.00	90.00
Management - Disbursement Fees	429.00	429.00	0.00	363.91
Meter reading fee	350.00	330.00	(20.00)	330.00
Owner expense	0.00	0.00	0.00	308.00
Owner recovery	0.00	0.00	0.00	(264.00)
Painting	(44.00)	0.00	44.00	44.00
Pest control	176.00	0.00	(176.00)	0.00
Plumbing	1,083.60	885.00	(198.60)	554.00
Reports	0.00	0.00	0.00	330.00
Utilities-Water	250.47	180.00	(70.47)	49.81
TOTAL FUND EXPENDITURE	**10,360.07**	**15,002.00**	**4,641.93**	**14,186.04**
FUND SURPLUS (DEFICIT)	**4,922.93**	**128.00**	**4,794.93**	**(822.89)**

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Administrative Fund Statement of Assets & Liabilities

STRATA CORP.00892 INC
6 West Terrace KENSINGTON GARDENS SA 5068
31 August 2024
Printed 20/09/24 09:58

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	225.35	1,048.24
Surplus/(Deficit) For Period	4,922.93	(822.89)
TOTAL FUNDS	**5,148.28**	**225.35**
ASSETS		
Cash at Bank (MBL)	5,148.28	225.35
TOTAL ASSETS	**5,148.28**	**225.35**
LIABILITIES		
TOTAL LIABILITIES	**0.00**	**0.00**
NET ASSETS	**5,148.28**	**225.35**

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Sinking Fund Statement of Income & Expenditure

STRATA CORP.00892 INC
6 West Terrace KENSINGTON GARDENS SA 5068
1 September 2023 to 31 August 2024
Printed 20/09/24 09:58

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	420.00	400.00	20.00	380.00
Special levy-Driveway & paths	3,653.00	3,520.00	133.00	0.00
Special levy-Tree lopping/removal	1,151.00	1,150.00	1.00	0.00
TOTAL FUND INCOME	**5,224.00**	**5,070.00**	**154.00**	**380.00**
FUND EXPENDITURE				
Common property	3,564.00	3,520.00	(44.00)	0.00
Grounds	1,150.00	1,150.00	0.00	0.00
TOTAL FUND EXPENDITURE	**4,714.00**	**4,670.00**	**(44.00)**	**0.00**
FUND SURPLUS (DEFICIT)	**510.00**	**400.00**	**110.00**	**380.00**

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Sinking Fund Statement of Assets & Liabilities

STRATA CORP.00892 INC
6 West Terrace KENSINGTON GARDENS SA 5068
31 August 2024
Printed 20/09/24 09:58

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	460.00	80.00
Surplus/(Deficit) For Period	510.00	380.00
TOTAL FUNDS	**970.00**	**460.00**
ASSETS		
Cash at Bank (MBL)	970.00	460.00
TOTAL ASSETS	**970.00**	**460.00**
LIABILITIES		
TOTAL LIABILITIES	**0.00**	**0.00**
NET ASSETS	**970.00**	**460.00**

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Consolidated Statement of Assets & Liabilities

STRATA CORP.00892 INC
6 West Terrace KENSINGTON GARDENS SA 5068
31 August 2024
Printed 20/09/24 09:58

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	685.35	1,128.24
Surplus/(Deficit) For Period	5,432.93	(442.89)
TOTAL FUNDS	**6,118.28**	**685.35**
ASSETS		
Cash at Bank (MBL)	6,118.28	685.35
TOTAL ASSETS	**6,118.28**	**685.35**
LIABILITIES		
TOTAL LIABILITIES	**0.00**	**0.00**
NET ASSETS	**6,118.28**	**685.35**

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Investments Nil

The following balances relate to amounts received or owing as at 31/08/2024

Receivables - Owner Arrears

Unit/Lot Details	Admin		Sinking		
	Contributions	Final notice fee	Contributions	Other	Total
00004	458.00	132.00	20.00	98.10	708.10
Totals	**458.00**	**132.00**	**20.00**	**98.10**	**708.10**

Debtors Nil

Allocated Advance Payments Nil

Outstanding Creditors Nil

Unallocated Advance Payments Nil

Remuneration
Commissions received by Whittles are disclosed in the Services Agreement between the Body Corporate and Whittles
Commissions received by Whittles for the financial year of the body corporate: $414.58

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Basis of Preparation

The Body Corporate agent has prepared the financial statements on the basis that the Body Corporate is a non-reporting entity because there are no users dependent on general purpose financial statements. These financial statements are therefore special purpose financial statements that have been prepared to meet the information needs of members.

The financial statements have been prepared in accordance with the significant accounting policies disclosed below, which the Body Corporate agent has determined are appropriate to meet the purposes of preparation. Such accounting policies are consistent with the prior period unless otherwise stated.

Basis of Accounting

The financial statements have been prepared on a cash basis where income is recorded when received and expenditure is recorded when paid and are based on historical costs.

Cash and cash equivalents

Cash and cash equivalents comprise deposits held on call with banks and other short-term highly liquid investments which are readily convertible to known amounts of cash and which are subject to an insignificant risk of change in value.

Goods and Services Tax

Income, expenditure and assets of the Corporation are recognised net of the amount of Goods and Services Tax (GST), except where the GST incurred is not recoverable from the Australian Taxation Office (ATO).

The net amount of GST payable to, or recoverable from, the ATO represents the unpaid portion of the aggregate of GST on income received and expenditure paid and is presented as the GST Control Account on the Statement of Assets and Liabilities.

Income Tax

Income tax is the tax payable on taxable income calculated using applicable income tax rates enacted, or substantially enacted, during the financial year.

Only the non-member income of the Corporation is assessable for income tax purposes, as member income is excluded under the principle of mutuality.

The income tax expense recorded in the Statement of Income and Expenditure represent amounts that have been paid to, or recovered from, the ATO.

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MGI Assurance (SA) Pty. Ltd.
ABN 31 118 195 547
212 Greenhill Road, Eastwood 5063
PO Box 96, Fullarton SA 5063
Tel: 08 8299 8888
Fax: 08 8373 1451

Website: www.mgiadelaide.com.au

INDEPENDENT AUDITOR'S REPORT
TO THE MEMBERS OF STRATA CORPORATION 892 INC

Report on the Audit of the Financial Report

Opinion

We have audited the accompanying financial report, being a special purpose financial report, of STRATA CORPORATION 892 INC, which comprises the Statements of Assets and Liabilities as at 31 August 2024 and the Admin Fund and Sinking Fund Income and Expenditure Statements for the year then ended. The financial report has been prepared in accordance with the cash basis of accounting as described in the summary of significant accounting policies. No assets or liabilities are recorded other than cash and bank balances.

In our opinion, the financial report presents fairly, in all material respects, the financial position of STRATA CORPORATION 892 INC as at 31 August 2024, and of its financial performance for the year then ended in accordance with the accounting policies described in the summary of significant accounting policies and the *Community Titles Act 1996 (SA)*

Basis for Opinion

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Report* section of our report. We are independent of the entity in accordance with the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants* (the Code) that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Emphasis of Matter - Basis of Accounting

Without modifying our opinion, we draw attention to the basis of accounting, which is the cash basis of accounting. The financial report is prepared to provide information to the MEMBERS of STRATA CORPORATION 892 INC and, as a result, the financial report may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

Responsibility of Management for the Financial Report

Management is responsible for the preparation of the financial report that gives a true and fair view and have determined that the cash basis of accounting is appropriate to meet the needs of members. Management's responsibility also includes such internal control as management determines is necessary to enable the preparation of a financial report that gives a true and fair view and is free from material misstatement, whether due to fraud or error.

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INDEPENDENT AUDITOR'S REPORT
TO THE MEMBERS OF STRATA CORPORATION 892 INC

In preparing the financial report, management are responsible for assessing the entity's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless management either intend to liquidate the entity or to cease operations, or have no realistic alternative but to do so.

Management is responsible for overseeing the entity's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Report

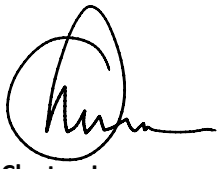
Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial report.

A further description of our responsibilities for the audit of the financial report is located at the Auditing and Assurance Standards Board website at:

https://www.auasb.gov.au/auditors_responsibilities/ar4.pdf

This description forms part of our auditor's report.

MGI Assurance (SA) Pty Ltd
Chartered Accountants



Clayton Lawrence
Director

Eastwood, South Australia
20 September 2024

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Strata and Community Title Services

24 October 2024

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for STRATA CORP.00892 INC 6 West Terrace, KENSINGTON GARDENS, SA, 5068.

Management and staff appreciate your confidence in appointing Whittles as your Body Corporate Managers for the coming year, and assure you of our diligent and professional attention to the Corporation’s affairs.

For your information, we have forwarded to your Presiding Officer our standard form of contract for execution on the Corporation's behalf which is to be returned to this office for keeping with the Corporation's files.

Should you have any queries or require attention, please do not hesitate to contact the undersigned.

Yours faithfully

Sarah Phillips
Body Corporate Manager

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Strata and Community Title Services

Minutes of the Annual General Meeting
STRATA CORP.00892 INC

Meeting Date	15 October 2024		
Meeting Location	Via Teleconference		
Time	04:00 PM		Closed: 05:09 PM
Lots Represented	00001	K L Kurczak	Owner present
	00002	A S Loh	Owner present
	00004	Whittles - Ms S Phillips	Proxy present (pre-voted)
By Proxy	00004	I C Jarvis	Proxy Name: Whittles - Ms S Phillips
Chairperson	K L Kurczak presided over the meeting. It was agreed that Sarah Phillips, Body Corporate Manager, would assist by conducting the meeting.		
Additional Attendees	Sarah Phillips representing Whittles Management Services Pty Ltd		
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy). Those owners who were in arrears were not considered towards the quorum count.		

Item 1		
Declaration of Interest		
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all members to the agreement for disclosure of all its relevant interests.		

Motion 2		
Acceptance of Minutes	**Ordinary Resolution**	
It was resolved that in accordance with s33(4b)(b) of the *Strata Titles Act* 1988, the minutes of the Annual General Meeting held on 28 NOV 2023 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.		
Motion CARRIED.		

Motion 3		
Acceptance of Statement of Accounts	**Ordinary Resolution**	
It was resolved that in accordance with s33(4b)(c) of the *Strata Titles Act* 1988, the audited Statement of Accounts for the financial year ending 31 AUG 2024, which have been circulated to all members, is accepted.		
Motion CARRIED.		

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Strata and Community Title Services

Motion 4		
Appointment of Manager	**Ordinary Resolution**	
It was resolved that the Body Corporate under s23(6) of the *Strata Titles Act 1988*: i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services, ii. make the appointment for a Term of twelve (12) months, being from the 1 SEP 2024 to 31 AUG 2025 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked, iii. authorise limited powers to Whittles Management Services Pty Ltd, iv. agree to pay Service Fees to Whittles Management Services Pty Ltd, v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd. The Services Agreement is available for viewing at whittles.com.au through your owner portal.		
Motion CARRIED.		

Election of Office Bearers and Committee
It was resolved that in accordance with s23(1) and 35(1) of the *Strata Titles Act* 1988, the meeting appoint Office Bearers and Committee Members. Limitations Imposed The Body Corporate Manager advises that the Management Committee and Officers of the Body Corporate do not have powers to resolve matters subject to special or unanimous resolutions. Committee Meetings should be conducted in accordance with s35(8) of the *Strata Titles Act* 1988. An agenda should be forwarded to all committee members and decisions at the meeting minuted, copies of which are to be placed with the Body Corporate records.
Election of Presiding Officer
Unit 1 - Ms K L Kurczak has been elected unopposed as Presiding Officer.

Election of Secretary
Unit 1 - Ms K L Kurczak has been elected unopposed as Secretary.

Election of Treasurer
A S Loh has been elected unopposed as Treasurer.

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Strata and Community Title Services

Item 6		
Accredited Contractors (Advice)		

To ensure compliance with work health and safety requirements to protect both contractors and Body Corporates, Whittles only engage accredited contractors who comply with state and territory legislation. If the Body Corporate decides, by act or omission to engage a contractor who is not accredited with Whittles, the Body Corporate acts as the Person Conducting a Business or Undertaking, in regard to the common property for the purposes of occupational health and safety legislation. This means, that if the contractor engaged by the Body Corporate does not have the necessary accreditation, an injured party may seek damages from the Body Corporate.

The Corporate Manager will only request quotations from, and instruct works to be undertaken on behalf of the Body Corporate, by accredited contractors. However, non-accredited contractor's invoices will be processed for payment only when instructed to do so by the Body Corporate Chairperson or a person authorised by the Body Corporate to do so.

Item 7		
Annual Compliance Register (Advice)		

The *Work Health and Safety Act 2012,* recognises that a Body Corporate's common property is a workplace, as such the Body Corporate is responsible for ensuring the workplace is free from hazard, as far as reasonably practicable. Whittles has established a register to ensure owners are fully aware of their legislative and reporting requirements for the Body Corporate. Many different areas are subject to annual compliance and the Body Corporate Manager may review at the meeting all Body Corporate obligations and where necessary, update any compliance reports required to be held on file.

All legislative compliance reports will be reviewed promptly as required and any maintenance attended to in accordance with Australian Standards or Industry best practice using qualified and reputable practitioners. To ensure that the Body Corporate obligations are met and maintained during the year, the Compliance Register will be updated throughout the year.

Motion 8		
Primary Duty of Care / Common Property / Safety Report	**Ordinary Resolution**	

The Body Corporate has a Duty of Care to ensure the common area is in a safe condition for occupants, visitors and workers.

It was defeated that in accordance with *SA Work Health & Safety Act 2012 and or SA Civil Liability Act 1936*, Whittles recommends a suitably qualified person/s be instructed to carry out an inspection of the common property at an estimated cost of $420.00 and provide a detailed report of any hazard that could potentially be deemed a risk to the Body Corporate and risk of harm to occupants, visitors and workers.

In the absence of the report, the owners are to report any hazard identified to the Body Corporate Manager who will refer to the Management Committee for instructions regarding rectification.

Motion DEFEATED.

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Strata and Community Title Services

Item 9		
Current Insurance Details (Advice)		
A copy of the Body Corporate's current certificate of currency/insurance is available for viewing at whittles.com.au through your owner portal.		

Item 10		
Insurance Valuation (Advice)		
A comprehensive professional valuation for insurance purposes performed in October 2022 recommended insurance cover of $1,640,000 and is available for viewing at whittles.com.au through your owner portal. This item is to be added to the next year's AGM agenda for consideration and voting.		

Motion 11		
Insurance Renewal	**Ordinary Resolution**	
It was resolved that the Body Corporate Manager is to arrange quotes and/or renewal of the Body Corporate's insurance for a sum insured of $1,640,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request. Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular unit, the unit owner may be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate. Whittles recommends consideration be given to the following additional cover options if not already included in the policy; office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown. **Contents Insurance** The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for contents of their units, inclusive of carpets, drapes, light fittings, etc., whether or not the unit is occupied by the unit owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that unit owners should be separately insured for cover in relation to their own premises.		
Motion CARRIED.		

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Strata and Community Title Services

Item 12		
General Business		

Gutter Cleaning
All gutters are to be cleaned, and down pipes flushed including the garages and carports in May 2025.

Grounds Maintenance
It was agreed that the owners of Units 1 and 2 will do the grounds maintenance. The Body Corporate Manager is to request the current contractor cease the grounds maintenance and to provide a quote to cut the lawns only on a 3-weekly basis in summer and a 4 weekly basis in winter. The Presiding Officer will arrange a comparison quote from the right-hand side neighbour who does lawn cutting for a number of properties in the area.

Painting front fence and letterbox numbering replacement
It was agreed that the owner of Unit 2 will re-paint the front fence in the same colour (to keep with the existing colour scheme) and to arrange the replacement of the letterbox numbering and street number. The owner of Unit 2 is to submit the invoices for reimbursement.

Repair/Replacement of Unit 2 Rear Fence
A contractor has advised the second post at the rear of Unit 2 has failed and long-term repairs will be required. A quote has been requested and the Body Corporate Manager is requested to follow up this quote, which is to be provided to the Management Committee for instructions regarding repair. The cost of the work is to be paid from the Corporation's funds.

Motion 13		
Repainting all previously painted external surfaces and common property	**Ordinary Resolution**	

It was resolved that the Body Corporate agree to paint all previously painted external surfaces and common property as quoted by NPJ Painting and a Special Levy be raised in accordance with Unit Entitlements Values to cover the cost of the works.

It was reported the painting is in a poor state, with the woodwork starting to split, which would cause further deterioration and additional costs if the works were postponed for another year.

Motion CARRIED.

Motion 13 Alternatives	
Alternatives for Repainting all previously painted external surfaces and common property	**Motion Alternatives**

(Option A) $20,988 NPJ Painters
(Option B) - $24,157.10 inc. gst - Higgins (updated quote)

'OPTION A' has been selected with the highest votes.

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Strata and Community Title Services

Motion 14		
Special Levy - Pre-painting Repairs and Painting	**Ordinary Resolution**	
It was resolved that a levy of $21,000, be raised in accordance with Unit Entitlement Values to those persons registered as proprietors of a unit and be made payable on or before 15 Jan 2025 for the purpose of pre-painting repairs and external painting.		
Motion CARRIED.		

Motion 15		
Right Hand Side Boundary Fence Repair/Replacement	**Ordinary Resolution**	
It was resolved that the Corporation repair or replace the deteriorated right hand side boundary fence, with the 50% of the cost to be paid by raising a special levy. The neighbour is to pay 50% towards the agreed cost of the works. The Body Corporate Manager is to follow up the requested quote from AJ Brush Fencing, with the quote to include increasing the height of the fence to a standard 1.8 metres and to taper down towards the driveway. of the work to be paid Corporation's share of 50% to be paid from the Sinking Fund. It was advised that the neighbour's preference is to repair the brush fence (although this is dependent on costs). If it was decided to replace the fence with colorbond, the neighbours wish their side to be green. The owners present at the meeting advised their preference is Federation Cream. As such, an updated quote will be required if a two-colour good neighbour fence is to be installed. The brush fence quote is to be provided to the Management Committee for further instructions on which type of fence to proceed with. The Corporation is to also liaise with the neighbour regarding their preferences, based on the quote/s obtained.		
Motion CARRIED.		

Motion 15 Alternatives	
Alternatives for Right Hand Side Boundary Fence Repair/Replacement	**Motion Alternatives**
(Option A) Repair Brush Fence - Quote requested from AJ Brush Fencing to repair fence with either A. With a rolled brush top or B. Colour bond capped top. The quote will be distributed upon receipt. **(Option B) -** $6237.50 MK Fencing: Post and Rail colorbond fence **(Option C) -** $7897.50 MK Fencing: Good Neighbour colorbond fence **(Option D) -** $7220.00 Outdoor Design and Construction - Good Neighbour Fencing (Recommended allowance up to $900 if there is a buried concrete footing that is required to be removed and dumped.)	
Not yet determined as an additional quote is required	

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Strata and Community Title Services

Motion 16		
Special Levy - Right Hand Side Boundary Fence	**Ordinary Resolution**	
It was resolved that a levy be raised for 50% of the selected fencing quote, in accordance with Unit Entitlement Values to those persons registered as proprietors of a unit and be made payable on or before 15 Mar 2025 for the purpose of repair/replacement of the right hand side boundary fence.		
Motion CARRIED.		

Motion 17		
Ridge Capping Repairs - Unit 1	**Ordinary Resolution**	
It was resolved that the Corporation agree to repair the loose roof ridge capping mortar and the flashing, the cost of the work to be paid from the Administration fund. The owner of Unit 1 has advised the repairs are urgent due to the water ingress when it rains. The Body Corporate Manager was to follow up the requested comparison quote from Bevan plumbing. Bevan plumbing was also requested to inspect and quote for the remaining unit's ridge capping if it was found to be in a poor state. The owners present at the meeting agreed that if the other unit's ridge capping required repair, the Management Committee are authorised to instruct on those required repairs and for the Corporation to raise a special levy if required to do so.		
Motion CARRIED.		

Motion 17 Alternatives	
Alternatives for Ridge Capping Repairs - Unit 1	**Motion Alternatives**
(Option A) $1843.60 Ken Hall **(Option B)** $ Bevan Plumbing – not yet received.	
Not yet determined as an additional quote is required	

Motion 18		
Special Levy - Ridge Capping Repairs Units 2-5	**Ordinary Resolution**	
It was resolved that a levy for an amount dependent on the quoted works (units 2-5), be raised in accordance with Unit Entitlement Values to those persons registered as proprietors of a unit and be made payable on a date to be decided, if the ridge capping repairs are required at units 2-5.		
Motion CARRIED.		

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Strata and Community Title Services

Motion 19		
Administrative Fund Budget	**Ordinary Resolution**	
It was resolved that in accordance with s27 of the *Strata Titles Act 1988,* the attached Administrative Fund budget be approved and adopted. Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of $4,110.00 for the financial year ending 31 AUG 2025. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year. Contributions will be raised in accordance with Unit Entitlement Values.		
Motion CARRIED.		

Motion 20		
Sinking Fund Budget	**Ordinary Resolution**	
It was resolved that in accordance with s27 of the *Strata Titles Act 1988*, the attached Sinking Fund budget be approved and adopted. Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of $100.00 for the financial year ending 31 AUG 2025. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year. Contributions will be raised in accordance with Unit Entitlement Values.		
Motion CARRIED.		

Motion 21		
Insufficient Funds Special Levy Authority	**Ordinary Resolution**	
It was resolved that should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Management Committee, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Unit Entitlement Values and must not exceed the sum of $5,000.00. If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.		
Motion CARRIED.		

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Strata and Community Title Services

Motion 22		
Audit of Annual Financial Statement	**Ordinary Resolution**	
It was defeated that Whittles recommends that MGI Assurance (SA) be appointed to carry out an independent audit of the Body Corporate's annual statement of accounts at an estimated cost of $85.00.		
Motion DEFEATED.		

Motion 23		
Interest Charged on Overdue Contributions/Levies	**Ordinary Resolution**	
It was resolved that in accordance with the provisions of s27(4) of the *Strata Titles Act 1988*, the Body Corporate will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date. The Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.		
Motion CARRIED.		

Motion 24		
Recovery of Overdue Contributions/Levies	**Ordinary Resolution**	
It was resolved that in accordance with s27(5) of the *Strata Titles Act 1988*, Whittles is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of STRATA CORP.00892 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred. Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company. Fees charged by third party providers will be recovered from the debtor at cost per invoice. Owners are advised of the following debt recovery process: 1. Owners are issued their contribution notice approximately 3 weeks before the due date. 2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date. 3. Once 27 days or more overdue, a final notice is issued to the owner incurring a $44.00 fee. Payment is to be made in full within 21 days from date of issue. 4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued. 5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency.		
Motion CARRIED.		

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Strata and Community Title Services

Item 25		
Next Meeting & Closure		
That the next Annual General Meeting be held mid-week at 4pm on a date to be decided.		

Owners are able to access & update their personal details through the Whittles Owner Portal online.

To access your account go to www.whittles.com.au and login using either your registered mobile number or email address.

**** Please note that Whittles recommends receiving all correspondence and account notices via email for timely delivery.***

If you have another property, you'd like to consider for management by Whittles, please let your manager know so we can arrange a proposal. Alternatively, you can request a quote through our website.

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BUDGET

STRATA CORP.00892 INC
6 WEST TERRACE, KENSINGTON GARDENS

Year ending August 2025

ADMINISTRATIVE FUND

	Sept-Nov 24	Dec-Feb 25	Mar-May 25	Jun-Aug 25	Annual Total
INCOME					
Contributions	*4,110.00*	*4,110.00*	*4,110.00*	*4,110.00*	***$16,440.00***
Arrears	*688.10*	*0.00*	*0.00*	*0.00*	***$688.10***
Advances	*-0.00*	*-0.00*	*-0.00*	*-0.00*	***-$0.00***
Total	***4,798.10***	***4,110.00***	***4,110.00***	***4,110.00***	***$17,128.10***
EXPENDITURE					
Common property	*125.00*	*125.00*	*125.00*	*125.00*	***$500.00***
Grounds	*877.50*	*877.50*	*877.50*	*877.50*	***$3,510.00***
Grounds - Reimburse purchases	*200.00*	*0.00*	*0.00*	*0.00*	***$200.00***
Gutters & downpipes - Cleaning	*400.00*	*0.00*	*0.00*	*400.00*	***$800.00***
Insurance - Renewal	*0.00*	*0.00*	*0.00*	*4,170.00*	***$4,170.00***
Insurance claims	*625.00*	*625.00*	*625.00*	*625.00*	***$2,500.00***
Management - Agreed Services	*475.00*	*475.00*	*475.00*	*475.00*	***$1,900.00***
Management - Asset Maintenance Services	*25.00*	*25.00*	*25.00*	*25.00*	***$100.00***
Management - Disbursement Fees	*85.25*	*85.25*	*85.25*	*85.25*	***$341.00***
Meter reading fee - Water	*87.50*	*87.50*	*87.50*	*87.50*	***$350.00***
Plumbing	*510.00*	*125.00*	*125.00*	*125.00*	***$885.00***
Roofing - Repairs	*1,843.60*	*0.00*	*0.00*	*0.00*	***$1,843.60***
Technology and System Fees	*22.00*	*22.00*	*22.00*	*22.00*	***$88.00***
Utilities - Water	*62.50*	*62.50*	*62.50*	*62.50*	***$250.00***
Total	***5,338.35***	***2,509.75***	***2,509.75***	***7,079.75***	***$17,437.60***

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SINKING FUND

	Sept-Nov 24	Dec-Feb 25	Mar-May 25	Jun-Aug 25	Annual Total
INCOME					
Contributions	*100.00*	*100.00*	*100.00*	*100.00*	***$400.00***
Arrears	*20.00*	*0.00*	*0.00*	*0.00*	***$20.00***
Advances	*-0.00*	*-0.00*	*-0.00*	*-0.00*	***-$0.00***
Special levy - Fencing	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Special levy - Painting	*21,000.00*	*0.00*	*0.00*	*0.00*	***$21,000.00***
Special levy - Roofing	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Total	***21,120.00***	***100.00***	***100.00***	***100.00***	***$21,420.00***
EXPENDITURE					
Fencing	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Painting	*20,988.00*	*0.00*	*0.00*	*0.00*	***$20,988.00***
Roofing	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Total	***20,988.00***	***0.00***	***0.00***	***0.00***	***$20,988.00***

CASH FLOW SUMMARY

	Sept-Nov 24	Dec-Feb 25	Mar-May 25	Jun-Aug 25	Annual Total
ADMINISTRATIVE FUND					
Opening Balance	*5,148.28*	*4,608.03*	*6,208.28*	*7,808.53*	***$5,148.28***
Add: Contributions	*4,110.00*	*4,110.00*	*4,110.00*	*4,110.00*	***$16,440.00***
Add: Arrears	*688.10*	*0.00*	*0.00*	*0.00*	***$688.10***
Minus: Advances	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Expenditures	*5,338.35*	*2,509.75*	*2,509.75*	*7,079.75*	***$17,437.60***
CLOSING BALANCE	*4,608.03*	*6,208.28*	*7,808.53*	*4,838.78*	***$4,838.78***
SINKING FUND					
Opening Balance	*970.00*	*1,102.00*	*1,202.00*	*1,302.00*	***$970.00***
Add: Contributions	*100.00*	*100.00*	*100.00*	*100.00*	***$400.00***
Add: Special levy - Fencing	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Add: Special levy - Painting	*21,000.00*	*0.00*	*0.00*	*0.00*	***$21,000.00***
Add: Special levy - Roofing	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Add: Arrears	*20.00*	*0.00*	*0.00*	*0.00*	***$20.00***
Minus: Advances	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Expenditures	*20,988.00*	*0.00*	*0.00*	*0.00*	***$20,988.00***
CLOSING BALANCE	*1,102.00*	*1,202.00*	*1,302.00*	*1,402.00*	***$1,402.00***

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CALCULATION OF CONTRIBUTIONS

Total Unit Entitlement 1000
Number of Units 5

	— Effective from 15/02/24 —		— Effective from 15/02/22 —	
Unit Number	**UEV**	**ADMIN Fund**	**UEV**	**SINKING Fund**
1	204	**$838**	204	**$20**
2	199	**$818**	199	**$20**
3	199	**$818**	199	**$20**
4	199	**$818**	199	**$20**
5	199	**$818**	199	**$20**
QUARTERLY TOTAL		***$4,110.00***		***$100.00***

CALCULATION OF LEVIES

Total Unit Entitlement 1000
Number of Units 5
Due date **15/01/25**

SPECIAL LEVY - PAINTING - S17530

As per AGM

Unit Number	UEV	Contribution
1	204	*$4,284*
2	199	*$4,179*
3	199	*$4,179*
4	199	*$4,179*
5	199	*$4,179*
ONCE-OFF		*$21,000.00*

ACCOUNT NOTES

22300 - Management - Agreed Services	Management - Agreed Services. Includes Body Corporate Management, Standard day time Annual General Meeting Fee (convened at Whittles) and fixed costs as per Schedule A of the Services Agreement. Note: There has been no increase in the Management Fee for the 5th consecutive year.
29200 - Management - Disbursement Fees	Management - Disbursement Fees and Services. This fixed fee includes access to the Web Owner Portal, Data management of Software systems, Document storage, Stationery, Printing, Photocopying, Issuing levy notices, Electronic record management, DocuSign, SMS facility, Video and Teleconferencing facilities as per Schedule B of the Services Agreement.
29201 - Technology and System Fees	Technology and System Fee: This fixed fee includes registration and upload of Body Corporate information into operating system, establishment of user licenses for owners to access & connect to database, cyber technology & security defence layers including data security defence systems and access to online voting as per Schedule B of the Services Agreement.
46500 - Insurance claims	Insurance claims allowance for excess. Water damage excess is $5000.
52600 - Management - Asset Maintenance Services	Management - Asset Maintenance Services. Fixed Maintenance Charges as per Schedule C of Services Agreement includes Compliance assessment, Contractor registration service, 24/7 Emergency maintenance service.

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Strata and Community Title Services

28 November 2023

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for STRATA CORP.00892 INC 6 West Terrace, KENSINGTON GARDENS, SA, 5068.

Management and staff appreciate your confidence in appointing Whittles as your Body Corporate Managers for the coming year, and assure you of our diligent and professional attention to the Corporation’s affairs.

For your information, we have forwarded to your Presiding Officer our standard form of contract for execution on the Corporation's behalf which is to be returned to this office for keeping with the Corporation's files.

Should you have any queries or require attention, please do not hesitate to contact the undersigned.

Yours faithfully

Sarah Phillips
Body Corporate Manager

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Strata and Community Title Services

Minutes of the Annual General Meeting
STRATA CORP.00892 INC

Meeting Date	28 November 2023		
Meeting Location	Join via Teleconference Only, Dial, 08 8249 7836, SA, 5000		
Time	04:00 PM		Closed: 05:09 PM
Lots Represented	1	Ms K Kurczak	Owner present
	2	Whittles - Sarah Phillips	Proxy present (pre-voted)
	3	Mr T G Stefanatos	Owner present
	5	Whittles - Sarah Phillips	Proxy present (pre-voted)
By Proxy	2	H R Darroch	Proxy Name: Whittles - Sarah Phillips
	5	Ms S Sadri	Proxy Name: Whittles - Sarah Phillips
Chairperson	Ms K Kurczak presided over the meeting, assisted by Ms S Phillips who conducted the meeting.		
Additional Attendees	Ms S Phillips – Whittles Body Corporate Manager		
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy). Those owners who were in arrears were not considered towards the quorum count.		

Item 1		
Declaration of Interest		
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.		

Motion 2		
Acceptance of Minutes	**Ordinary Resolution**	
It was resolved that in accordance with s33(4b)(b) of the *Strata Titles Act* 1988, the minutes of the Annual General Meeting held on 18 OCT 2022 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.		
Motion CARRIED.		

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Strata and Community Title Services

Motion 3		
Acceptance of Statement of Accounts	**Ordinary Resolution**	
It was resolved that in accordance with s33(4b)(c) of the *Strata Titles Act* 1988, the unaudited Statement of Accounts for the financial year ending 31 AUG 2023, which have been circulated to all members, is accepted.		
Motion CARRIED.		

Motion 4		
Appointment of Manager	**Ordinary Resolution**	
It was resolved that the Body Corporate under s23(6) of the *Strata Titles Act 1988*: i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services, ii. make the appointment for a Term of twelve (12) months, being from the 1 SEP 2023 to 31 AUG 2024 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked, iii. authorise limited powers to Whittles Management Services Pty Ltd, iv. agree to pay Service Fees to Whittles Management Services Pty Ltd, v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd. The Services Agreement is available for viewing at whittles.com.au through your owner portal.	
Motion CARRIED.		

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Strata and Community Title Services

Election of Office Bearers and Committee
THAT in accordance with s23(1) and 35(1) of the *Strata Titles Act* 1988, the meeting appoint Office Bearers and Committee Members. Limitations Imposed The Body Corporate Manager advises that the Management Committee and Officers of the Body Corporate do not have powers to resolve matters subject to special or unanimous resolutions. Committee Meetings should be conducted in accordance with s35(8) of the *Strata Titles Act* 1988. An agenda should be forwarded to all committee members and decisions at the meeting minuted, copies of which are to be placed with the Body Corporate records.
Election of Presiding Officer
K L Kurczak has been elected unopposed as Presiding Officer.

Election of Secretary
K L Kurczak has been elected unopposed as Secretary.

Election of Treasurer
K L Kurczak has been elected unopposed as Treasurer.

Item 6		
Accredited Contractors (Advice)		
To ensure compliance with work health and safety requirements to protect both contractors and Body Corporate's, Whittles only engage accredited contractors who comply with state and territory legislation. If the Body Corporate decides, by act or omission to engage a contractor who is not accredited with Whittles, the Body Corporate acts as the Person Conducting a Business or Undertaking, in regard to the common property for the purposes of occupational health and safety legislation. This means, that if the contractor engaged by the Body Corporate does not have the necessary accreditation, an injured party may seek damages from the Body Corporate. The Corporate Manager will only request quotations from, and instruct works to be undertaken on behalf of the Body Corporate, by accredited contractors. However, non-accredited contractor's invoices will be processed for payment only when instructed to do so by the Body Corporate Chairperson or a person authorised by the Body Corporate to do so.		

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Strata and Community Title Services

Item 7		
Annual Compliance Register (Advice)		
The *Work Health and Safety Act 2012,* recognises that a Body Corporate's common property is a workplace, as such the Body Corporate is responsible for ensuring the workplace is free from hazard, as far as reasonably practicable. Whittles has established a register to ensure owners are fully aware of their legislative and reporting requirements for the Body Corporate. Many different areas are subject to annual compliance and the Body Corporate Manager may review at the meeting all Body Corporate obligations and where necessary, update any compliance reports required to be held on file. All legislative compliance reports will be reviewed promptly as required and any maintenance attended to in accordance with Australian Standards or Industry best practice using qualified and reputable practitioners. To ensure that the Body Corporate obligations are met and maintained during the year, the Compliance Register will be updated throughout the year.		

Motion 8		
Primary Duty of Care / Common Property / Safety Report	**Ordinary Resolution**	
The Body Corporate has a Duty of Care to ensure the common area is in a safe condition for occupants, visitors and workers. It was defeated that in accordance with *SA Work Health & Safety Act 2012 and or SA Civil Liability Act 1936*, Whittles recommends a suitably qualified person/s be instructed to carry out an inspection of the common property at an estimated cost of $420.00 and provide a detailed report of any hazard that could potentially be deemed a risk to the Body Corporate and risk of harm to occupants, visitors and workers. The owners agreed to report any hazards to the Body Corporate Manager who will refer to the Presiding Officer for instructions regarding rectification.		
Motion DEFEATED.		

Item 9		
Current Insurance Details (Advice)		
A copy of the Body Corporate's current certificate of currency was attached to the meeting notice and is also available for viewing at whittles.com.au through your owner portal.		

Item 10		
Insurance Valuation (Advice)		
A comprehensive professional valuation for insurance purposes performed in October 2022 recommended insurance cover of $1,640,000 and is available for viewing at whittles.com.au through your owner portal.		

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Strata and Community Title Services

Motion 11		
Insurance Renewal	**Ordinary Resolution**	

It was resolved that the Body Corporate Manager is to arrange quotes and/or renewal of the Body Corporate's insurance for a sum insured of $1,640,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request.

Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular unit, the unit owner may be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate.

Whittles recommends consideration be given to the following additional cover options if not already included in the policy; office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown.

Contents Insurance
The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for contents of their units, inclusive of carpets, drapes, light fittings, etc., whether or not the unit is occupied by the unit owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that unit owners should be separately insured for cover in relation to their own premises.

The Body Corporate's Certificate of Currency is available for viewing at whittles.com.au through your owner portal.

Motion CARRIED.

Item 12		
General Business		

Gutter Cleaning
The Corporation agreed that all gutters are to be cleaned and down pipes flushed including the garages and carports in May 2024.

Grounds Maintenance
The Corporation agreed that Simon McKay continue with the common property grounds maintenance.

Painting Front Fence and Letterbox Numbering
At the last AGM, the Presiding Officer was going to repaint the front fence and replace the letterbox numbering. As the Presiding Officer has now sold, the Corporation is to discuss and agree if they still wish this work to proceed and if so, which owner would like to do the work. The Corporation agreed to hold this item in abeyance at this time.

RHS Boundary Fence
The owner of Unit 3 advised he has spoken with the neighbours and they would like to remove the shared boundary fence and to replace it with colorbond. The neighbour had advised they would like a green fence, the owner of Unit 3 suggested Woodland Grey to the neighbour but they were not keen on this colour. It is therefore suggested to see if an agreement can be reached with the colour cream.

The Body Corporate Manager was instructed to obtain two quotes and present these quotes at the next Annual General Meeting for the Corporation owner’s consideration.

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Strata and Community Title Services

Motion 13		
External Painting	**Ordinary Resolution**	
It was defeated that the corporation agree to undertake external painting of the previously painted surfaces with the cost of the work being raised by a special levy. The owner of Unit 3 may obtain a quote for painting, to be considered by the Corporation at the next AGM.		
Motion DEFEATED.		

Motion 13 Alternatives	
Alternatives for External Painting	**Motion Alternatives**
(Option A) Higgins Painting - $20,486.40 **(Option B)** NPJ Painting - $20,988 (Painter advised, "I couldn't get access everywhere what I could see the condition of the timber looked ok."	
Motion lapsed as External Painting was DEFEATED	

Motion 14		
Special levy - Painting	**Ordinary Resolution**	
THAT a levy, for an amount depending on the quote selected, be raised in accordance with Unit Entitlement Values to those persons registered as proprietors of a unit and be made payable on or before 15 DEC 2023 for the purpose of external painting.		
Motion DEFEATED.		

Motion 15		
Tree Removal	**Ordinary Resolution**	
The Corporation agreed to remove the tree as quoted by All Areas Stump Removal with the cost of the work being paid by raising a Special Levy. The owner of Unit 3 will check that the contractor is prepared to hold his price or there is a small variation due to the time that has elapsed. The owner of Unit 3 will instruct the contractor to proceed with the works.		
Motion CARRIED.		

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Motion 15 Alternatives	
Alternatives for Tree Removal	**Motion Alternatives**
(Option A) All Areas Stump Removal - $1150.00 **(Option B)** 777 Tree Removal - $1900.00	
'OPTION A' has been selected with the highest votes.	

Motion 16		
Concrete Repair	**Ordinary Resolution**	
The Corporation agreed to repair the concrete as quoted by Minc, once the trees have been removed with the cost of the work being paid by raising a Special Levy.		
Motion CARRIED.		

Motion 16 Alternatives	
Alternatives for Concrete Repair	**Motion Alternatives**
(Option A) Rapid Response - $7678 **(Option B)** Minc - $3652 (or $3520 if an owner can provide power and water)	
'OPTION B' has been selected with the highest votes.	

Motion 17		
Special Levy - Tree Removal and Concrete Repair	**Ordinary Resolution**	
THAT a levy, for an amount depending on the quotes selected, be raised in accordance with Unit Entitlement Values to those persons registered as proprietors of a unit and be made payable on or before 15 December 2023 for the purpose of tree removal and concrete repair.		
Motion CARRIED.		

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Strata and Community Title Services

Motion 18		
Administrative Fund Budget	**Ordinary Resolution**	
It was resolved that in accordance with s27 of the *Strata Titles Act 1988,* the attached Administrative Fund budget be approved and adopted. Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of $4,110.00 for the financial year ending 31 AUG 2024. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting. Contributions will be raised in accordance with Unit Entitlement Values.		
Motion CARRIED.		

Motion 19		
Sinking Fund Budget	**Ordinary Resolution**	
It was resolved that in accordance with s27 of the *Strata Titles Act 1988*, the attached Sinking Fund budget be approved and adopted. Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of $100.00 for the financial year ending 31 AUG 2024. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting. Contributions will be raised in accordance with Unit Entitlement Values.		
Motion CARRIED.		

Motion 20		
Insufficient Funds Special Levy Authority	**Ordinary Resolution**	
It was resolved that should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Presiding Officer, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Unit Entitlement Values and must not exceed the sum of $7,000.00. If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.		
Motion CARRIED.		

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Strata and Community Title Services

Motion 21		
Audit of Annual Financial Statement	**Ordinary Resolution**	
It was resolved that Whittles recommends that MGI Assurance (SA) be appointed to carry out an independent audit of the Body Corporate's annual statement of accounts at an estimated cost of $85.00.		
Motion CARRIED.		

Motion 22		
Interest Charged on Overdue Contributions/Levies	**Ordinary Resolution**	
It was resolved that in accordance with the provisions of s27(4) of the *Strata Titles Act 1988*, the Body Corporate will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date. The Presiding Officer is authorised to waive penalty interest charges in extenuating circumstances at their discretion.		
Motion CARRIED.		

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Strata and Community Title Services

Motion 23		
Recovery of Overdue Contributions/Levies	**Ordinary Resolution**	
It was resolved that in accordance with s27(5) of the *Strata Titles Act 1988*, Whittles is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of STRATA CORP.00892 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred. Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company. Fees charged by third party providers will be recovered from the debtor at cost per invoice. Owners are advised of the following debt recovery process: 1. Owners are issued their contribution notice approximately 3 weeks before the due date. 2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date. 3. Once 27 days or more overdue, a final notice is issued to the owner incurring a $44.00 fee. Payment is to be made in full within 21 days from date of issue. 4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued. 5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency.		
Motion CARRIED.		

Item 24		
Next Meeting & Closure		
The owners agreed to hold the next Annual General Meeting at 4pm on a date to be decided.		

Owners are able to access & update their personal details through Whittles Owner Portal online.

To access your account go to www.whittles.com.au select 'Owner Portal' and enter the following details:

- Account code
- Plan number
- Unit number
- PIN (if this is your first time logging in, leave pin blank as you will be prompted to set a pin)

**** Please note that Whittles encourages owners to receive all correspondence and account notices via email, this ensures timely delivery of documents.***

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BUDGET

STRATA CORP.00892 INC
6 WEST TERRACE, KENSINGTON GARDENS

Year ending August 2024

ADMINISTRATIVE FUND

	Sept-Nov 23	Dec-Feb 24	Mar-May 24	Jun-Aug 24	Annual Total
INCOME					
Contributions	*2,800.00*	*4,110.00*	*4,110.00*	*4,110.00*	***$15,130.00***
Arrears	*612.00*	*0.00*	*0.00*	*0.00*	***$612.00***
Advances	*-0.00*	*-0.00*	*-0.00*	*-0.00*	***-$0.00***
Total	***3,412.00***	***4,110.00***	***4,110.00***	***4,110.00***	***$15,742.00***
EXPENDITURE					
Audit prep. incl of auditor fee	*0.00*	*0.00*	*0.00*	*85.00*	***$85.00***
Common property	*125.00*	*125.00*	*125.00*	*125.00*	***$500.00***
Grounds - Contract groundsman	*877.50*	*877.50*	*877.50*	*877.50*	***$3,510.00***
Gutters & downpipes - Cleaning	*117.50*	*117.50*	*117.50*	*117.50*	***$470.00***
Insurance - Renewal	*0.00*	*0.00*	*0.00*	*6,714.00*	***$6,714.00***
Management - Additional services fee	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Management - Agreed Services	*452.25*	*452.25*	*452.25*	*452.25*	***$1,809.00***
Management - Asset Maintenance Services	*22.50*	*22.50*	*22.50*	*22.50*	***$90.00***
Management - Disbursement Fees	*85.25*	*85.25*	*85.25*	*85.25*	***$341.00***
Meter reading fee - Water	*330.00*	*0.00*	*0.00*	*0.00*	***$330.00***
Plumbing	*510.00*	*125.00*	*125.00*	*125.00*	***$885.00***
Technology and System Fees	*22.00*	*22.00*	*22.00*	*22.00*	***$88.00***
Utilities - Water	*45.00*	*45.00*	*45.00*	*45.00*	***$180.00***
Total	***2,587.00***	***1,872.00***	***1,872.00***	***8,671.00***	***$15,002.00***

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SINKING FUND

	Sept-Nov 23	Dec-Feb 24	Mar-May 24	Jun-Aug 24	Annual Total
INCOME					
Contributions	*100.00*	*100.00*	*100.00*	*100.00*	***$400.00***
Arrears	*40.00*	*0.00*	*0.00*	*0.00*	***$40.00***
Advances	*-0.00*	*-0.00*	*-0.00*	*-0.00*	***-$0.00***
Special levy - Driveway & paths	*0.00*	*3,520.00*	*0.00*	*0.00*	***$3,520.00***
Special levy - Tree lopping/removal	*0.00*	*1,150.00*	*0.00*	*0.00*	***$1,150.00***
Total	***140.00***	***4,770.00***	***100.00***	***100.00***	***$5,110.00***
EXPENDITURE					
Common property - Driveway	*0.00*	*3,520.00*	*0.00*	*0.00*	***$3,520.00***
Grounds - Tree removal	*0.00*	*1,150.00*	*0.00*	*0.00*	***$1,150.00***
Total	***0.00***	***4,670.00***	***0.00***	***0.00***	***$4,670.00***

CASH FLOW SUMMARY

	Sept-Nov 23	Dec-Feb 24	Mar-May 24	Jun-Aug 24	Annual Total
ADMINISTRATIVE FUND					
Opening Balance	*225.35*	*1,050.35*	*3,288.35*	*5,526.35*	***$225.35***
Add: Contributions	*2,800.00*	*4,110.00*	*4,110.00*	*4,110.00*	***$15,130.00***
Add: Arrears	*612.00*	*0.00*	*0.00*	*0.00*	***$612.00***
Minus: Advances	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Expenditures	*2,587.00*	*1,872.00*	*1,872.00*	*8,671.00*	***$15,002.00***
CLOSING BALANCE	*1,050.35*	*3,288.35*	*5,526.35*	*965.35*	***$965.35***
SINKING FUND					
Opening Balance	*460.00*	*600.00*	*700.00*	*800.00*	***$460.00***
Add: Contributions	*100.00*	*100.00*	*100.00*	*100.00*	***$400.00***
Add: Special levy - Driveway & paths	*0.00*	*3,520.00*	*0.00*	*0.00*	***$3,520.00***
Add: Special levy - Tree lopping/removal	*0.00*	*1,150.00*	*0.00*	*0.00*	***$1,150.00***
Add: Arrears	*40.00*	*0.00*	*0.00*	*0.00*	***$40.00***
Minus: Advances	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Expenditures	*0.00*	*4,670.00*	*0.00*	*0.00*	***$4,670.00***
CLOSING BALANCE	*600.00*	*700.00*	*800.00*	*900.00*	***$900.00***

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CALCULATION OF CONTRIBUTIONS

Total Unit Entitlement 1000
Number of Units 5

	— Effective from 15/02/24 —		— Effective from 15/02/22 —	
Unit Number	**UEV**	**ADMIN Fund**	**UEV**	**SINKING Fund**
1	204	**$838**	204	**$20**
2	199	**$818**	199	**$20**
3	199	**$818**	199	**$20**
4	199	**$818**	199	**$20**
5	199	**$818**	199	**$20**
QUARTERLY TOTAL		***$4,110.00***		***$100.00***

CALCULATION OF LEVIES

Total Unit Entitlement 1000
Number of Units 5
Due date **15/12/23**

SPECIAL LEVY - TREE LOPPING/REMOVAL - S17565

As per AGM

Unit Number	**UEV**	**Contribution**
1	204	*$235*
2	199	*$229*
3	199	*$229*
4	199	*$229*
5	199	*$229*
ONCE-OFF		*$1,151.00*

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Total Unit Entitlement	1000
Number of Units	5
Due date	**15/12/23**

SPECIAL LEVY - DRIVEWAY & PATHS - S17510

As per AGM

Unit Number	UEV	Contribution
1	204	*$745*
2	199	*$727*
3	199	*$727*
4	199	*$727*
5	199	*$727*
ONCE-OFF		*$3,653.00*

ACCOUNT NOTES

22300 - Management - Agreed Services	Management - Agreed Services. Includes Body Corporate Management, Standard day time Annual General Meeting Fee (convened at Whittles) and fixed costs as per Schedule A of the Services Agreement. Note: There has been no increase in the Management Fee for the 5th consecutive year.
29200 - Management - Disbursement Fees	Management - Disbursement Fees and Services. This fixed fee includes access to the Web Owner Portal, Data management of Software systems, Document storage, Stationery, Printing, Photocopying, Issuing levy notices, Electronic record management, DocuSign, SMS facility, Video and Teleconferencing facilities as per Schedule B of the Services Agreement.
29201 - Technology and System Fees	Technology and System Fee: This fixed fee includes registration and upload of Body Corporate information into operating system, establishment of user licenses for owners to access & connect to database, cyber technology & security defence layers including data security defence systems and access to online voting as per Schedule B of the Services Agreement.
52600 - Management - Asset Maintenance Services	Management - Asset Maintenance Services. Fixed Maintenance Charges as per Schedule C of Services Agreement includes Compliance assessment, Contractor registration service, 24/7 Emergency maintenance service.

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The following is a summary of policy decisions, special and unanimous resolutions resolved by the Corporation.

The relevant minutes should be consulted for precise wording of the resolutions.

Date of Meeting	Details of Resolution
17/10/07	Maintenance Supervisor Confirmed.
15/10/08	Maintenance Supervisor Confirmed. Meeting Fee The Manager advised that should any owner wish to apply to the Corporation, other than at the annual general meeting, for an approval of any kind, which was for their exclusive benefit the prescribed meeting fee will apply to conduct an Extraordinary General Meeting. It was agreed that this fee be charged to **the applicant**.
21/10/09	Maintenance Supervisor Confirmed Insurance Excess It was resolved that where repairs are carried out under insurance and the repairs benefit a particular unit, the unit owner will be responsible for the payment of any excess.
13/10/10	Maintenance Supervisor Confirmed
06/01/11 EGM	Solar Panels Permission is granted for unit 2 to install solar panels on the roof.
12/10/11	Maintenance Supervisor Confirmed.
22/10/12	Maintenance Supervisor Confirmed.
11/11/13	**Whittles Maintenance Service - Appointment** Following review of the various National and State WH&S legislation, Whittles has revised its policy for instructing contractors, on behalf of the Corporation, to carry out work onsite. With effect from 1/01/13 Whittles policy will be that contractors must be registered as an accredited contractor with Whittles.

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The following is a summary of policy decisions, special and unanimous resolutions resolved by the Corporation.

The relevant minutes should be consulted for precise wording of the resolutions.

Date of Meeting	Details of Resolution
11/11/13 con't	**Whittles Maintenance Service - Appointment** con't It is therefore resolved that only contractors registered as an accredited contractor with Whittles be instructed to carry out work at the Corporation. Motion : That accreditation be confirmed by Whittles as current to allow the issue of the work instructions, and that the Body Corporate pay a fee to Whittles of $55 and $22 per work order to maintain and oversee this registration process. **Motion Carried** It is understood that Whittles will not issue work instructions to any contractor not satisfying this accreditation process.
28/11/14	No resolutions recorded.
19/10/15	No resolutions recorded.
07/12/16	No resolutions recorded.
06/11/17	No resolutions recorded.
29/10/18	No resolutions recorded.
28/11/19	No resolutions recorded.
07/12/20	**Dog Approval Unit 5** It was agreed that Unit 5 was allowed to keep a dog at the property. (Maltese X toy poodle)
19/11/21	**Dog Approval at Unit 1 (Ordinary Resolution)** The Body Corporate approves the application by Unit 1 to allow a small dog to reside in that Unit. Monty.
22/11/21	No resolutions recorded.
18/10/22 REC	No resolutions recorded.
28/11/2023 AGM	No resolutions recorded.
15/10/24	No Resolutions Recorded

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The following is a summary of policy decisions, special and unanimous resolutions resolved by the Corporation.

The relevant minutes should be consulted for precise wording of the resolutions.

Date of Meeting	Details
07/08/00	Maintenance Supervisor The Community Manager advised that Whittles has a building contracts division to oversee maintenance work performed by contractors who have been engaged by the corporation and who have been accepted by Whittles. Specified work totaling over $2000 will be inspected and assessed by a maintenance supervisor prior to invoice payment. All Whittles approved contractors are required to comply with the terms and conditions set down in an agreement between Whittles and the contractor. The contractor, having entered into this agreement, agrees to pay to Whitlles a management service fee of up to 5% of the invoiced amount. Maintenance carried out by contractors who are not party to an agreement with Whittles, will not be supervised unless the Corporation negotiates a fee for this service with Whittles. Smoke Alarms – The Strata Manager advised that all residential units have until 1/1/2000 to install battery operated smoke detectors. It was noted that it is up to each unit owner to install smoke detectors in accordance with the new Legislation. Overdue Notices It was agreed that the Managers charge those owners with contribution arrears a “late fee” of $10 each time it became necessary to forward a reminder notice. Furthermore, it was agreed that the Managers charge those owners a fee of $30 for placing them into legal hands where necessary. SA Water The Corporation agreed that SA Water be instructed to apportion water consumption for the corporation to each individual unit holder (equally in respect of each unit). Legal Recoveries Corporation Managers are authorized 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. Animals – Are not permitted. Signage A land agent may erect one sign only, not greater than 1.2 x 1.0 metres. It must indicate the number of the unit, be installed at the front of the premises and be removed after a contract has been signed. Tanks All unit holders may install a modular rainwater tank on their own yard subsidiary providing adequate measures are taken for the discharge of overflow water to the satisfaction of the corporation.

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The following is a summary of policy decisions, special and unanimous resolutions resolved by the Corporation.

The relevant minutes should be consulted for precise wording of the resolutions.

Date of Meeting	Details
07/08/00 Cont'd	Skylights All unit owners may install one skylight to their unit provided it is fitted by a qualified tradesperson and is installed at the rear of the building. Air Conditioners All unit holders may install an air conditioner to the unit. Security Screens All units may install security screens to the doors provided they conform in colour and design to those installed. Pergolas All unit holders may erect a pergola/verandah in the unit yard subsidiary subject to local council approval, that it be erected using first grade materials to a trades like standard. Awnings All unit holders may install external awnings on windows so long as they conform in materials, design and colours to those already installed. Sheds All unit holders may erect one garden shed in the unit yard subsidiary provided they conform to that already erected. Roller Doors All unit holders may install roller doors to their carports so long as they conform in colour and design to that fitted. Security Alarms Unit holders may install a security alarm for their unit, which includes an external flashing light as long as it is installed by a qualified tradesperson. Sensor Light Unit holders may install one external sensor light per unit. Water Heaters – All unit owners may install an external water heater to their unit as long as it is located in the rear unit subsidiary. Foxtel – It was agreed that Foxtel can be installed in the units.

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The following is a summary of policy decisions, special and unanimous resolutions resolved by the Corporation.

The relevant minutes should be consulted for precise wording of the resolutions.

Date of Meeting	Details
25/10/01	Maintenance Supervisor – Confirmed. Delegated Authority It was agreed that the corporation hereby delegates: 1. The General Manager of Whittles Strata & Community Corporation Managers or his nominee the power to execute under seal (and for that officer to countersign such seal on behalf of the Corporation), any certificate required from time to time to be given under Section 41 of the Strata Titles Act, 1988; 2. That officer the power to jointly execute with any one of the appointed officers of the Corporation, such documents as are authorised to be executed under seal pursuant to a resolution of the Corporation or of its Committee acting within its powers.
25/10/01	Maintenance Supervisor – Confirmed.
04/11/02	Maintenance Supervisor – Confirmed. Air Conditioner – Unit 4 – Approval was granted to the owner of unit 4 to the move the air conditioner to the wall adjacent to the existing unit.
20/10/04	Prescribed Works The Manager advised that should any owner wish to apply to the Corporation, other than at the annual general meeting, for an approval of any kind, which was for their exclusive benefit, a fee of $60 (+ GST) will apply to conduct an Extraordinary General Meeting. It was agreed that this fee be charged to the applicant
07/11/05	Maintenance Supervisor – Confirmed.
15/11/06	Maintenance Supervisor – Confirmed.

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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 use 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 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 authorized 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 authorized 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 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

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;
(b) must comply with all council by-laws relating to the disposal of garbage.

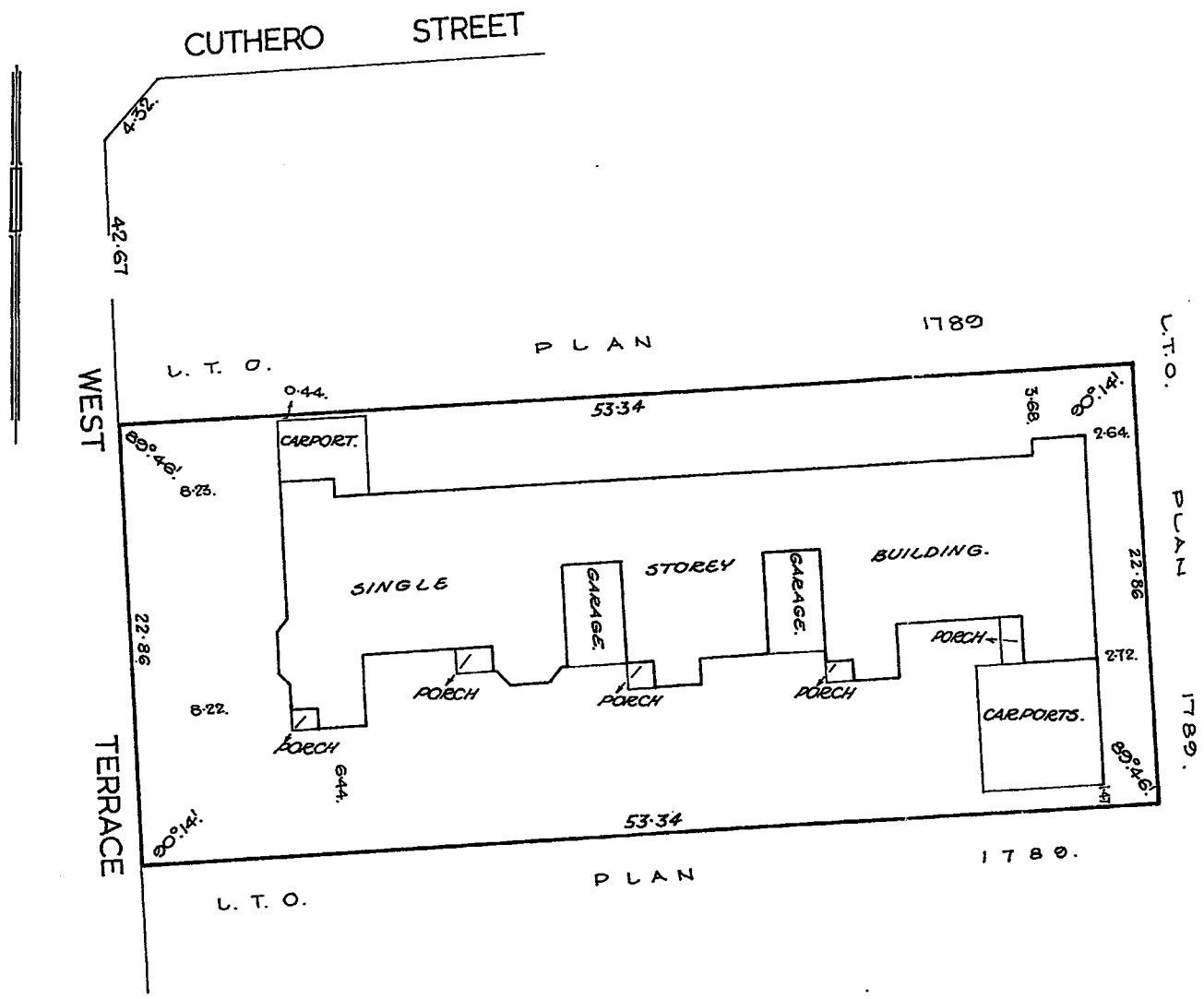
12. A unit holder must immediately notify the strata corporation of –
(a) any change in the ownership of the unit, or any change in the address of an owner;
(b) any change in the occupancy of the unit.

GM. KAH1. 337

STRATA PLAN 892

1ST OF 3 SHEETS

ACCEPTED FOR DEPOSITED
[signature]
CHIEF DRAFTSMAN
Pro Registrar-General
8/1/1973



HUNDRED OF ADELAIDE
Lot 136 of L.T.R.O. Plan 1789.
PT Section 271
" in the area named ~
KENSINGTON GARDENS

REFERENCE Vol. 2008 Fol. 175

SITE PLAN
METRES. 6 4 2 0 6 METRES.
SCALE.

TODD & Co.
SURVEYING AND PLANNING CONSULTANTS
20 FRANKLIN ST., ADELAIDE 5000
PHONE 51 2786
FILE REF.
T 648 /

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 EIGHTH day of NOVEMBER 1972.

[signature]

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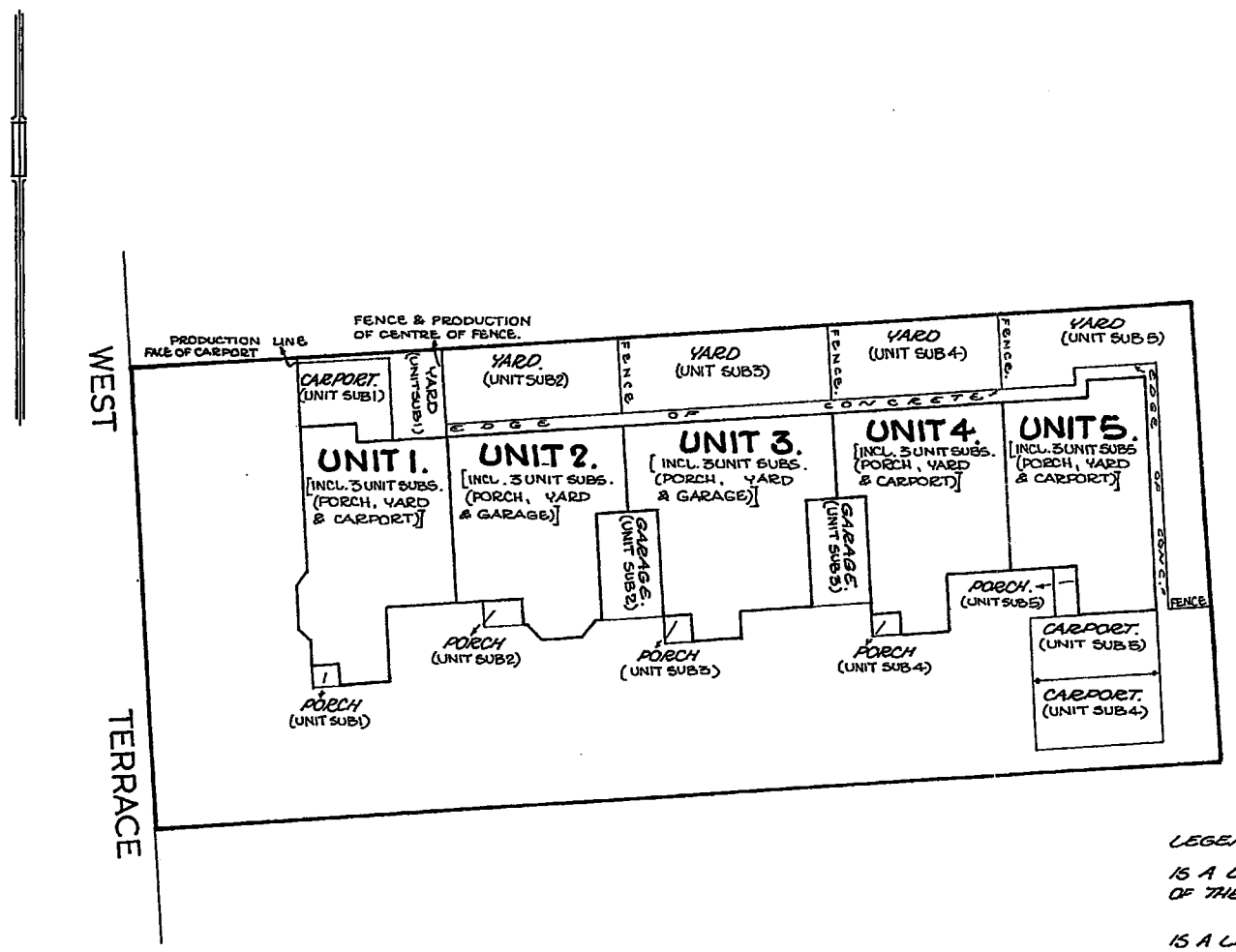
STRATA PLAN
892
2ND OF 3 SHEETS



GROUND FLOOR PLAN

METRES 6 4 2 0 6 METRES
SCALE

LEGEND :- THE BOUNDARY OF A UNIT WHERE IT ABUTS A UNIT SUBSIDIARY IS A LINE MIDWAY BETWEEN INNER AND OUTER SURFACES OF THE WALLS OF THE SAID UNIT.

THE BOUNDARY OF A UNIT SUBSIDIARY WHERE IT ABUTS A UNIT IS A LINE PARALLEL TO AND 0·02 METRES DISTANT FROM THE OUTER SURFACE OF THE WALL OF THE UNIT.

THE UPPER BOUNDARY OF A UNIT SUBSIDIARY SHOWN AS PORCH OR CARPORT IS A LINE 0·15 METRES BELOW THE LEVEL OF THE UNDERSIDE OF THE PORCH OR CARPORT.

THE HEIGHT OF EACH UNIT IS LIMITED TO THE LINE MIDWAY BETWEEN THE LOWER AND UPPER SURFACES OF THE CEILING OF EACH RESPECTIVE UNIT.

THE LOWER AND UPPER BOUNDARIES OF THE UNIT SUBSIDIARIES SHOWN AS YARDS ARE 1 METRE BELOW AND 3 METRES ABOVE EXISTING GROUND LEVEL RESPECTIVELY EXCEPT WHERE EAVES EXIST, THE UPPER BOUNDARIES OF THOSE PORTIONS AFFECTED ARE 0·15 METRES BELOW THE UNDERSIDE OF THE EAVES.

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

FILE REF.
T 648 /

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STRATA PLAN 892

3RD. of 3 SHEETS

ACCEPTED AND DEPOSITED
[signature]
CHIEF DRAFTSMAN
Pro Registrar General
8/1/1973

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	204						
2	199						
3	199						
4	199						
5	199						
				AGGREGATE			
				COMMON PROPERTY			
AGGREGATE	1000						

Authenticated Vide Application Nº 3396662

[signature]
Registrar General.

REGISTRAR-GENERAL SOUTH AUSTRALIA

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Certificate of Insurance

ABN 29 008 096 277

Sarah Phillips
Strata Corporation 892 Inc
Whittles Strata Management
PO Box 309
KENT TOWN SA 5071

Date: 14.06.2024
Invoice No: I4565713

This document certifies that the policy referred to below is currently intended to remain in force until 4:00pm on the expiry date shown and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions.

Class Residential Strata/Community Corporation

Insurer Strata Community Insurance Agencies Pty Ltd
12 Tucker Street
ADELAIDE SA 5000

Period 30.06.2024 to 30.06.2025

Policy No. SRSC19002475

Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate.
If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

Disclaimer

In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration to, or cancellation of the policy of insurance.

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MGA Insurance Brokers Pty Ltd
ABN 29 008 096 277
176 Fullarton Road
DULWICH
S.A. 5065

Phone: 08 8291 2300
PO Box 309
KENT TOWN S.A. 5071

RESIDENTIAL STRATA/COMMUNITY CORPORATION

INSURED:
Strata Corporation 892 Inc.

SITUATION:
6 West Terrace, Kensington Gardens SA 5068

INTEREST INSURED:

Building Sum Insured	**$**	**1,640,000**
Common Contents Sum Insured	**$**	**16,400**
Loss of Rent/Temporary Accommodation	**$**	**246,000**
Catastrophe/Emergency Cover		**Not Insured**
Flood		**Insured**
Storm Surge		Not Insured
Glass		Insured
Theft		Insured
Public Liability	$	30,000,000
Voluntary Workers		Insured
Weekly Benefit	$	2,000
Capital Benefit	$	200,000
Fidelity	$	100,000
Office Bearers Liability	$	1,000,000
Machinery Breakdown		Not Insured
Government Audit Costs	$	25,000
Appeal expenses – common property health and safety breaches	$	100,000
Legal Defence Expenses	$	50,000
Lot owners fixtures and fixings	$	300,000
Floating floors		Insured
Loss of Market Value		Not Insured
Workers Compensation (ACT, WA & TAS ONLY)		Not Insured

EXCESS:

Standard Excess	$1,000

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MGA Insurance Brokers Pty Ltd
ABN 29 008 096 277
176 Fullarton Road
DULWICH
S.A. 5065

Phone: 08 8291 2300
PO Box 309
KENT TOWN S.A. 5071

COVERAGE SUMMARY

Strata Corporation 892 Inc
Residential Strata/Community Corporation

Water Damage and/or Burst Pipes	$5,000
Flood Excess	$1,000
Storm Surge Excess	Not Applicable
Public Liability Excess	NIL
Voluntary Workers Excess	NIL
Fidelity Excess	NIL
Office Bearers Liability Excess	NIL
Machinery Breakdown Excess	NIL
Government Audit Excess	NIL
Appeal Expenses Excess	NIL
Legal Defence Expenses Excess	$1,000 + 10% contribution

Other excesses payable are shown in the Policy Wording

ADDITIONAL POLICY BENEFITS AND CONDITIONS:

It is agreed that with effect from 30th June 2020:
(a) The following exclusion is added to General exclusions – what is not insured under any section:
7. Defects
or caused by non-rectification of an Insured Property defect, error or omission that You were aware of, or should reasonably have been aware of including any such defects that are in the process of being rectified.
(b) Exclusion 1.(d) in Section 1 – Part A of the policy wording is deleted.
(c) Without limiting the Insured Property defects to which the above point (a) applies, the following defects are specifically noted:
Defect 1 – Structural cracking to units

(d) This exclusion will cease to apply to any defect, noted or otherwise, upon its full rectification (whereafter exclusion 1.(d) in Section 1 – Part A of the policy wording will apply). Please contact Us immediately to remove any defect specifically noted under this exclusion from Your Schedule and/or to have this exclusion removed entirely following full rectification of all noted defects.

MAJOR EXCLUSIONS :Terrorism
Others As Per Policy

This Document is a Summary of Cover Only. Please refer to the Product Disclosure Statement for Full Policy Limitations and Additional Excesses

UNDERWRITING INFORMATION:

Year Built	1972
Primary Wall Construction	Brick
Secondary Wall Construction	Not Applicable
Roof Construction	Tile
Floor Construction	Wood Frame

Aluminium Composite Panels	No

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KENT TOWN S.A. 5071

COVERAGE SUMMARY

Strata Corporation 892 Inc
Residential Strata/Community Corporation

Primary External Cladding:
N/A
Secondary External Cladding:
N/A

Heritage Listed	No
Fire Protection	
Sprinkler systems in the complex basement/carpark?	No
Sprinkler systems in the complex units?	No
Fire hose reels located throughout the complex?	No
Number of Units	5
Number of Levels	1
Number of Basements	0
Number of Lifts	0
Number of Pools/Spas	0
Number of Gyms	0
Number of Playgrounds	0
Number of Water Features	0
Number of Jetties/Wharfs	0
Number of Separate Buildings	1
% of EPS	0 %
% Commercial Tenants	0 %

Additional Construction Comments:
FLOOR – brick strip, stump and structural beam

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Residential Strata

PDS & Policy Wording



STRATA COMMUNITY
INSURANCE

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Product Disclosure Statement

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This Product Disclosure Statement (PDS) operates as a PDS under the *Corporations Act 2001* (Cth).

The information in this PDS is of a general nature only and has not considered Your objectives, financial situation or needs. Therefore it is important that You read it carefully and in conjunction with the Policy Wording to ensure You have the cover that is right for You.

In this PDS some words that begin with a capital letter have a special meaning and their meaning is defined in General Definitions commencing on page 17.

Insurer

The Policy is underwritten by Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708, of GPO Box 9870 Melbourne VIC 3000 except for workers compensation cover, if any, in some States in Australia.

When cover for workers compensation is selected by You, and shown as selected, it is provided in those States, as follows:

(a) in New South Wales, by Allianz Australia Workers' Compensation (NSW) Limited ABN 17 003 087 545, GPO Box 5429, Sydney, NSW, 2000, authorised agent for icare NSW.

(b) in Victoria, by Allianz Australia Workers' Compensation (Victoria) Limited ABN 98 059 835 791, GPO Box 9870, Melbourne, VIC, 3000, authorised agent of WorkSafe Victoria.

Please refer to **Section 4**. No workers compensation cover is provided in Queensland or South Australia.

The preparation date of the PDS is 1 February 2021.

Authority to act for us

Strata Community Insurance Agencies Pty Ltd ABN 72 165 914 009 (Strata Community Insurance) have been given a binding authority by Us to market, underwrite, settle claims and administer this Policy on Our behalf.

Any matters or enquiries You may have should be directed to them in Your State. The contact details are shown on the back cover of this document.

Under the terms of this binding authority Strata Community Insurance act as Our agent, and not Yours, and liability within the terms and conditions of the Policy remains at all times with Us.

About Strata Community Insurance Agencies Pty Ltd

Strata Community Insurance is an insurance intermediary and holds an Australian Financial Service licence (AFS Licence No. 457787) to issue and advise on general insurance products. Their founders bring four decades of experience across six different countries and have assembled some of the leading strata insurance experts in this country. Such experience ensures that their products are innovative and provide comprehensive financial protection over Your insurable assets and liabilities.

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What You should read

This Product Disclosure Statement (PDS) is an important document to help You understand this insurance, and Your rights and obligations under it. Please read it carefully before making a decision to purchase this Policy to ensure it provides the cover You need.

You should also carefully read:

- the Policy Wording that commences on page 12. It tells You about:
  - what makes up the insurance (i.e. Your contract with Us which We call a Policy);
  - important definitions that set out what We mean by certain words;
  - the cover We can provide under Sections 1 to 11;
  - what Excesses You may have to pay (see 'Payment of Excesses' below);
  - when You are not insured (see General Exclusions and other exclusions under Sections 1 to 11);
  - what You and We need to do in relation to claims (see "Claims procedures" in the Policy Wording and "Claims - basis of settlement" in Sections 1, 7, 8 and 10);
  - Your and Our cancellation rights (see "Cancelling Your Policy" in the Policy Wording).
- the relevant proposal form You, if so requested, need to complete to apply for cover;
- any Schedule (see definition under General Definitions in the Policy Wording) when it is issued to You; and
- any other documents (for example Supplementary PDSs or Endorsements) We may give You at or prior to Your entry into the Policy or when required or permitted by law that vary Our standard terms of cover set out in this document.

Summary of cover, significant benefits and risks

This Policy includes 11 separate Sections which allow You to select covers, and within each Section there are options which You can also select, subject to Strata Community Insurance agreeing to provide those covers.

The following is a summary only and as such does not form part of the terms of Your insurance. The examples detailed herein are some of the benefits and risks but You do need to read the Policy Wording which details the terms, conditions and exclusions of this insurance to make sure it matches Your expectations.

Claims Made Notice

Section 6 of the Policy operates on a 'claims made and notified' basis. This means that, subject to the provisions of **Section 6**, where You give notice in writing to Us of any facts that might give rise to a claim against You as soon as reasonably practicable after You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the *Insurance Contracts Act 1984* (Cth) to be indemnified in respect of any claim subsequently made against You arising from those facts notwithstanding that the claim is made after the expiry of the Period of Insurance.

Any such rights arise under the legislation only, in that the terms of the Policy and the effect of the Section, subject to the continuous cover special conditions, is that You are not covered for claims made against You after the expiry of the Period of Insurance.

What You are covered for / *not covered for* ⚠

Section 1 - Insured Property

Section 1 covers Loss or Damage to Your Insured Property (Building and Common Area Contents) which occurs during the Period of Insurance and includes additional covers up to specified limits, for example:

Under Part A -

- Storm damage to gates and fences;
- Tsunami damage to Your Insured Property;
- architects and professional fees, removal of debris;
- up to $100,000 for building alterations, additions or renovations;
- up to $10,000 for an arson, theft, vandalism or malicious damage conviction;
- Fusion of electric motors up to $5,000;
- up to $50,000 for rewriting or reconstructing Your records;

Under Part B -

- the cost of Temporary Accommodation (Lots occupied by a Lot Owner) and loss of Rent (Common Area and Lots leased to a Tenant);

Under Part C -

- up to $1,500 a Lot for emergency accommodation incurred by Lot Owners and/or Tenants if their Lot becomes unfit for its intended purpose by an insured Event;
- up to $2,000 a Lot for Lot Owners' contributions, levies, maintenance and other fees if their Lot becomes unfit for its intended purpose by an insured Event;

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- up to $1,000 a Lot for the cost of boarding pets following insured damage.

Some Events We do not cover include:

- *Loss or Damage caused by Flood unless You take Optional Cover;*
- *by the sea, high water or tidal wave other than if caused by a Tsunami;*
- *Loss or Damage caused by the invasion of tree or plant roots or the cost of cleaning pipes or drains they block;*
- *Loss or Damage to Your Building directly resulting from alterations, additions or renovations where the value of such work exceeds $500,000 unless We have otherwise agreed before the commencement of such work.*

Section 2 - Liability to others

Section 2 covers Your legal liability to others for accidental death, bodily injury, or Loss or Damage to property that happens during the Period of Insurance.

Section 3 - Voluntary Workers

Section 3 provides benefits that are payable to a Voluntary Worker who sustains bodily injury while engaged in voluntary work or duties for Your Strata Community. These benefits include:

- $200,000 for death, or loss of the use of two hands, two feet or two eyes;
- $100,000 for loss of the use of one hand, one foot or one eye;
- up to $2,000 a week for lost income if totally disabled from engaging in his/her usual employment or business;
- up to $1,000 a week for lost income if partially disabled from engaging in his/her usual employment or business;
- up to $500 a week for domestic assistance if totally disabled from engaging in his/her usual employment or business or usual household duties.

Some Events We do not cover include:

- *weekly benefits to Voluntary Workers not in receipt of wages, salaries or other remuneration from their own personal exertion;*
- *weekly benefits in excess of 104 weeks for lost income or 10 weeks for domestic assistance;*
- *a Voluntary Worker under the age of 12 years;*
- *intentional self-injury or suicide or any attempt thereat.*

Section 4 - Workers compensation

Section 4 covers Your legal liability to employees under workers compensation legislation if Your Insured Property is situated in NSW, VIC, NT, ACT, TAS and WA. No workers compensation cover is provided in Queensland or South Australia.

Section 5 - Fidelity guarantee

Section 5 provides cover against the fraudulent misappropriation of Your Funds.

Section 6 - Office bearers liability

Section 6 covers the legal liability of Strata Community office holders and committee members for any wrongful act they commit. This Section is issued on a claims made basis which means it responds to claims first made against You during the Period of Insurance and notified to Us during that same period.

Section 7 - Machinery breakdown

Section 7 provides cover against the breakdown of electrical, electronic and mechanical plant.

Section 8 - Catastrophe insurance

Section 8 covers the unforseen increase in the Replacement cost of Your Building following the happening of a catastrophe from an event for which the Insurance Council of Australia issues a catastrophe code.

Other benefits include:

- extended period of cover for loss of Rent;
- extended period of cover and escalation in the cost of Temporary Accommodation;
- removal and storage of Your undamaged Insured Property;
- cost of evacuation for resident Lot Owners.

*We do not cover Loss or Damage from any Event which is not claimable under **Section 1**.*

Section 9 - Government audit costs and legal expenses

Section 9 provides cover for:

Part A - the cost of professional fees if You are audited by the Australian Tax Office or another government organisation;

Part B - the cost of appealing against common property health and safety breaches;

Part C - the cost of defending specific litigation (see pages 46-49) brought against You other than as covered under **Sections 2** and **6**. A special Excess and contribution payment applies to **Part C** and You should refer to the examples contained on page 47.

Section 10 – Lot Owners' fixtures and fittings

Lot Owners occasionally replace existing or install additional fixtures and fittings in their Lot without Your Strata Community knowledge.

When this occurs the cost of these improvements may not be included when arriving at the building replacement cost, thus increasing the possibility of under-insurance in the event of a major loss.

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This Section 10 covers the Replacement cost of such installations following Loss or Damage covered under **Section 1**. There is a limit to the amount We pay (up to 10% of the Sum Insured) and the cover is also subject to the terms, conditions and exclusions of **Section 1** and the General Exclusions.

Section 11 - Loss of Lot market value

Section 11 covers the reduction in the market value of a Lot or Lots following a total loss or constructive total loss, or partial loss of Your Insured Property when permission to rebuild is limited or restricted by any Public or Statutory Authority that results in all or some Lot titles being terminated.

Please read the appropriate Sections in the Policy Wording for full details of the terms, conditions, exclusions and limits that apply to all sections and how We settle claims.

Other important information

Some other important things to remember are:

- Keep records such as receipts, invoices or other evidence of ownership and value of property that You insure as proof of ownership and value should You have to make a claim.
- When Your Insured Property is a total loss and We have paid out the total Sum Insured, the cover under **Section 1** ceases. If You rebuild or replace Your Insured Property, You will need to take out new cover and pay the applicable Premium.
- Pay Your Premium on time because if it is not paid by the due date or Your payment is dishonoured, Your Policy may be cancelled in accordance with the process set out in the "Cancelling Your Policy" section. Strata Community Insurance will give You written notice of cancellation.
- Throughout the Period of Insurance and when renewing Your insurance with Us You must advise if circumstances relevant to Your Policy have changed where You know, or ought reasonably to have known, that the change is relevant to Our decision to insure You and the terms on which We will insure You. Strata Community Insurance will notify You in writing of any proposed effect a change may have on Your existing insurance or its renewal. We may cancel Your Policy if there is a change and We can't reach an agreement with You on altered terms and conditions or Premium, or We are no longer prepared to insure You because there has been a material change to the risk.

Further We may also cancel Your Policy as permitted by law or refuse to pay or reduce the amount We pay under a claim to the extent We are prejudiced by Your non-compliance if You:

- do not comply with the cover conditions as detailed in the Policy Wording;
- do not comply with Your duty of disclosure; or
- make a fraudulent claim.

Monetary limits on cover

We can insure You up to the amount of the Sum Insured or other specified limits for Your Insured Property. These amounts are specified in the relevant clauses in the Policy Wording or on the Schedule.

Covers for Liability to others, Office Bearers Liability, Machinery Breakdown and Government Audit Costs and Legal Expenses insure You up to a set Sum Insured that is shown on the Schedule.

Review Your sums insured regularly

You need to make sure You are happy with the relevant sum(s) insured and limits.

If You do not adequately insure yourself You may have to bear the uninsured proportion of any loss yourself.

For example, if You don't have a sufficient Sum Insured to replace Your Insured Property at new cost You will bear the shortfall. The cost of demolition and removal of debris from the site, and other costs such as the cost of employing an architect or surveyor, the replacement of other structures such as driveways, roadways, kerbing, above and below ground services should all be included in the Sum Insured. If You are unsure whether Your Insured Property is insured for the correct amount, You should seek professional advice.

You should also advise Strata Community Insurance of any changes in the details of the information You have given Us such as alterations or extensions to Your Insured Property. If You do not do so Your insurance may not be sufficient.

Payment of Excesses

Excesses may apply to any claim under this insurance.

An Excess is an amount You may have to pay as a contribution to each claim You make under this insurance policy. The Excesses that are applicable are shown on the Schedule, and/or within the relevant Sections.

An Excess will be applied for each incident where a claim is made.

We will tell You the amount of any Excess when You apply for cover. They may vary according to a number of factors, such as Your risk location and Your insurance history.

Goods and Services Tax (GST) Notice

The Policy Wording part has provisions relating to GST that You should read in full (see Goods and Services Tax on page 15). In summary, they are as follows:

- The amount of Premium payable by You for this Policy includes an amount on account of the GST on the Premium (including any administration fee charged by Strata Community Insurance).
- The Sum Insured and other limits of insurance cover shown on Your Policy documentation are GST inclusive.

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- When We pay a claim, Your GST status will determine the maximum amount We pay You.

There may be other taxation implications affecting You, depending upon Your own circumstances. We recommend that You seek professional advice.

Applying for cover

When You apply for cover under this Policy We may, based on the information You provide, be able to offer cover and terms specific to You. Once We have agreed to cover You We will issue You with a Schedule confirming this, including the following information:

- the Sum Insured and Situation of Your Insured Property;
- Excess(es) applicable;
- Premium including taxes and charges and any administration fee charged by Strata Community Insurance.

The cost of this insurance

In order to calculate Your Premium, We take various factors into consideration, including:

- the cover required and sum(s) insured;
- the address of Your Insured Property;
- Your insurance history;
- the security features of Your Insured Property.

The Premium also includes amounts payable in respect of compulsory government charges including Stamp Duty, GST, any Fire Service Levy (where applicable) and Strata Community Insurance's administration fee (see their Financial Services Guide for details).

When You apply for this insurance, You will be advised of the Premium. If You choose to effect cover, the amount will be set out on the Schedule.

Cooling off period

You have twenty-one (21) days after buying or renewing Your Policy to decide if it meets Your needs and You wish to continue with the insurance. If You notify Us in writing within this period that You wish to cancel Your Policy as from its start date, We will refund Your Premium less any government taxes or duties that are non-refundable or remain payable by Us.

This cooling off right does not apply if You have made or are entitled to make a claim.

Even after the cooling off period ends You still have cancellation rights, however We may deduct certain amounts from any refund (see "Cancelling Your Policy" in the Policy Wording).

Your duty of disclosure

Before You enter into a contract of general insurance with Us, You have a duty, under the *Insurance Contracts Act 1984* (Cth), to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of general insurance.

This duty of disclosure applies until the contract is entered into (or renewed, extended, varied or reinstated as applicable).

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by Us; or
- that is of common knowledge; or
- that We know or, in the ordinary course of Our business as an insurer, ought to know; or
- as to which compliance with Your duty is waived by Us.

Non-disclosure

If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim, cancel the contract, or both.

If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

The General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code.

You can obtain more information on the Code of Practice and how it assists You by contacting Strata Community Insurance. Contact details are provided on the back cover of this PDS.

For more information on the Code Governance Committee (CGC) go to **https://insurancecode.org.au/**

How to make a claim

You should contact Strata Community Insurance as soon as reasonably possible to advise of any incident that could lead to a claim. If You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay.

Having the required documentation and if possible photographs of the items will assist in having Your claim assessed and settled.

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

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When You make a claim You must:

- provide details of the incident and when requested complete the claim form We send You;
- allow Us or Strata Community Insurance to inspect Your Insured Property at reasonable times and frequency and take possession of any damaged item for reasonable purposes and in any reasonable manner;
- take all reasonable steps to reduce the Loss or Damage and prevent further Loss or Damage;
- inform the police as soon as reasonably possible following theft, vandalism, malicious damage or misappropriation of money or property;
- take reasonable steps to keep any damaged items. To ensure You are covered, please contact Us or Strata Community Insurance for approval before any disposal; and
- not get repairs done, except for essential temporary repairs, until We or Strata Community Insurance give You authority and subject to Our and Strata Community Insurance's right to choose the repairer or supplier. Please contact Us to confirm approval for these costs.

These are only some of the things that You must do if making a claim. Please refer to "Claims procedures" in the Policy Wording part which sets out claims information and what You must do if making a claim.

Complaints

If You are dissatisfied with Our service in any way, please contact Us and We will attempt to resolve the matter in accordance with our internal dispute resolution procedures.

If We do not make a decision within the period that We tell You We will respond, We will tell You about Your right to lodge a complaint with an external dispute resolution scheme.

If You are not happy with Our response, You can refer Your complaint to AFCA subject to its terms of reference. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms.

AFCA's contact details are:

The Australian Financial Complaints Authority

Online: www.afca.org.au
Phone: 1800 931 678
Email: info@afca.org.au
Mail: GPO Box 3 Melbourne VIC 3001

For more information on how We handle complaints You can request a copy of Our procedures, using Our contact details on the back cover.

Privacy Notice

Both We and Strata Community Insurance give priority to protecting the privacy of Your personal information. We do this by handling personal information in a responsible manner and in accordance with the *Privacy Act 1988* (Cth).

Further information is available in Our Privacy Policy available at **https://www.allianz.com.au/** and the Strata Community Insurance Privacy Policy available at **https://stratacommunityinsure.com.au/**

How We Collect Your Personal Information

We and Strata Community Insurance usually collect Your personal information from You or Your agents. We may also collect it from Our or Strata Community Insurance's agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assisting in investigating or processing claims, including third parties claiming under Your Policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that You are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

Why We Collect Your Personal Information

We and Strata Community Insurance collect Your personal information to enable the provision of products and services, including to process and settle claims; make offers of products and services provided by Us or Strata Community Insurance, related companies, brokers, intermediaries, business partners and others that We or Strata Community Insurance have an association with that may interest You; and conduct market or customer research to determine those products or services that may suit You. You can choose not to receive such product or service offerings by:

- calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to Our website's Privacy section at **www.allianz.com.au**; or
- with respect to Strata Community Insurance, contacting them using the details on the back cover of this document.

If You do not provide Your personal information We require, We and Strata Community Insurance may not be able to provide You with our services, including settlement of claims.

Who We Disclose Your Personal Information To

We and Strata Community Insurance may disclose Your personal information to others with whom We or Strata Community Insurance have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to You. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, advisers, persons involved in claims, external claims data collectors and verifiers. Disclosure may also be made to parties listed as co-insured on Your Policy, government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

Disclosure Overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed

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to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We and Strata Community Insurance regularly review the security of systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

Access to Your Personal Information and Complaints

You may ask for access to the personal information both We and Strata Community Insurance hold about You and seek correction by:

- calling Us on 1300 360 529 EST 8am-6pm, Monday to Friday; or
- with respect to Strata Community Insurance, contacting them using the details on the back cover of this document.

Our and Strata Community Insurance's Privacy Policies contain details about how You may make a complaint about a breach of the privacy principles contained in the *Privacy Act 1988* (Cth) and how Your complaints will be dealt with.

Telephone Call Recording

We and Strata Community Insurance may record incoming and/or outgoing telephone calls for training or verification purposes. Where Your telephone call is recorded, You can be provided with a copy at Your request, where it is reasonable to do so.

Your consent

By providing Us and/or Strata Community Insurance with personal information You and any other person You provide personal information for, consent to these uses and disclosures until You tell Us or Strata Community Insurance otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us, Strata Community Insurance or persons We and/or they have an association with, please contact Us and/or Strata Community Insurance.

Updating Our Product Disclosure Statement

Information in the PDS may need to be updated from time to time. Strata Community Insurance will provide You with a new PDS, Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not correcting a misleading or deceptive statement or omission, or is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, Strata Community Insurance may provide You with notice of this information in other forms or keep an internal record of such changes. A copy of any updated information is available to You at no cost by calling Strata Community Insurance.

Other documents may form part of the PDS, for example Schedules, Supplementary PDSs and/or Endorsements, and if they do We will tell You before You enter into this Policy and in the relevant document. We may also issue other documents forming part of Our PDS and the Policy where required or permitted by law.

Financial Claims Scheme

This Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insured's and claimants in the event of an insurer becoming insolvent and being unable to meet their obligations under a contract of insurance. In the unlikely event of Us becoming insolvent, a person entitled to claim under the Policy may be entitled to payment under the FCS provided they meet the eligibility criteria.

More information about the FCS may be obtained from the APRA website at **http://www.apra.gov.au** and the APRA hotline on 1300 55 88 49.

Terrorism Insurance Act

We have determined that the Policy (or part of it) is a policy to which the *Terrorism Insurance Act 2003* (Cth) ("Act") may apply. We may elect to reinsure part or all of Our liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation (ARPC).

As a consequence, We may be required to pay a premium to ARPC and that amount (together with the cost of that part of the cover provided by Us and administrative costs associated with the Act) is reflected in the premium charged to You. As with any other part of Our premium, it is subject to government taxes and charges.

Where We determine that the Policy (or part of it) may become a policy to which the Act may apply as a result of indexation of the Sum Insured during the Period of Insurance as provided on page 13 of the PDS, We may also charge You a pro rata premium for the time during the Period of Insurance that the Policy may be a policy to which the Act applies.

Applicable ARPC amounts will be shown separately on the Schedule and are subject to government taxes and charges.

For further information contact Strata Community Insurance.

Further information and confirmation of transactions

If You have any queries, need to clarify any of the information contained in this document or wish to confirm any transaction under Your insurance, please contact Strata Community Insurance using the contact details shown on the back cover of this document. If You need to contact Us, Our address is shown under the 'Insurer' part of this PDS.

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Policy Wording:
Residential Strata Community

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Important information

It is very important that You read the Policy carefully and make sure You are satisfied with this insurance.

What makes up this Policy

This Policy Wording, the Schedule and any Endorsements:

- must be read together as they form Your insurance contract;
- set out what You are insured for and those circumstances where You will not be insured.

Some words and expressions have been given a specific meaning in this Policy and You will find their meaning in the General Definitions and individual Section Special Definitions.

Payment of Premium

Provided We receive the Premium, We will insure You as set out in this Policy and the Schedule.

You may elect to pay Your Premium annually in one payment or by instalments.

Payment by Instalment

When You elect to pay Your Premium by instalments by way of a direct debit from Your credit card or financial institution these payments will be deducted on the date or frequency nominated. You must tell Us, not later than seven (7) days before Your next instalment is due, if these details change.

If Your credit card provider or financial institution dishonours a direct debit payment due to lack of funds in Your account, or any other reason. We may charge You for any direct and indirect costs that We incur arising from Your payment being dishonoured.

You must ensure that Your instalments are paid on time. We will notify You if an instalment has not been paid and We will try to deduct the overdue amount along with Your next regular payment. If the next attempt to deduct the outstanding amount fails, We will cancel Your policy for non-payment. We will send You a notice advising You of cancellation, and cancellation will be effecting 14 days from the date of this notice.

Adjustments on renewal

Notice

At least fourteen (14) days before Your Policy expires, We will send You a renewal Schedule detailing any changes to Your Sums Insured, Premium and charges, and if any, changes to the terms, conditions and Excesses that previously applied.

You should carefully check all these details and promptly advise Strata Community Insurance if You wish to vary any of the limits.

Indexation

If Your Insured Property suffers Loss or Damage during the Period of Insurance We will increase Your Sum Insured under **Section 1 Part A - 1** and **2** by reference to the Cordell Housing Index Price (CHIP) increase since the start date of the current Period of Insurance.

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On renewal We will increase Your Sums Insured under **Section 1 Parts A** and **B** and **Section 8** by reference to the Cordell Housing Index Price (CHIP) increase during Your previous Period of Insurance.

The renewal Schedule We send You will show Your updated Sums Insured and the Premium applicable thereto. You should promptly advise Strata Community Insurance should You wish to vary these updated Sums Insured.



Indexation does not apply:

i. *if Your Sums Insured under **Section 1 Parts A** and **B** and **Section 8** exceed $100,000,000 in total;*

ii. *to any other policy limit contained in **Sections 1** and **8**.*

Instalment payments

If paying by instalments, We will automatically continue Your cover on the terms contained in the renewal offer We send You. We will, unless You advise Us to the contrary, continue to deduct Your instalment payments during the next Period of Insurance.

If a claim occurs in the previous Period of Insurance and You do not notify Us until after the Premium and other conditions for the next Period of Insurance are determined We may propose an additional Premium in order to maintain cover. We may cancel Your policy if there is a change and We can't reach an agreement with You on altered terms and conditions or premium, or We are no longer prepared to insure You because there has been a material change to the risk. This condition does not affect any other rights that We have, including the rights We have under Your duty of disclosure.

Loyalty discount

Based on Your claims experience and the length of time Your Policy has been continuously insured with Us You may be entitled to a loyalty discount which will apply automatically to the base premium. The amount of Your discount will vary depending on how long You have held a continuously insured claims free Policy with Us. The discount will only apply to the extent any minimum premium is not reached. Your Schedule will show when You qualify for a loyalty discount.

You must disclose all previous claims

You are asked at the time You take out this insurance to give Us full and correct details concerning any:

- renewal or insurance Policy declined, cancelled or refused, or where any Excess was imposed;
- claim refused by an insurer;
- claim made;

in relation to You because any of these may affect the Premium and extent of insurance.

For example We may be entitled to:

- charge You an additional Premium;
- impose (back dated) restrictions declining Your insurance back to when this information should have been advised to Us;
- decline to insure You;
- refuse a claim.

When renewing Your Policy with Us You must also advise Us of any changes to Your claims or insurance history. We will notify You in writing of the effect a change may have on Your renewal.

Claims procedures

1. What You must do

As soon as You discover that something has happened that is likely to result in a claim, You must:

(a) take all reasonable steps to reduce Loss or Damage and to prevent any further Loss or Damage;

(b) inform the police as soon as reasonably possible following theft, vandalism, malicious or intentional damage, or misappropriation of money or property.

2. What You should not do

Whatever the circumstances You should not:

(a) admit guilt or fault (except in court or to the Police);

(b) admit or deny liability if an incident occurs which is likely to result in someone claiming against You for something We insure;

(c) offer or negotiate to pay a claim;

(d) dispose of any damaged items without taking reasonable steps to keep the items or first seeking Our approval. To ensure You are covered, please contact Us before any disposal.

If You do make an admission, denial or offer or if You negotiate to pay a claim, We may reduce or refuse Your claim to the extent We are prejudiced.

3. How to make a claim

When You make a claim You must:

(a) promptly inform Strata Community Insurance by telephone, in writing or in person. If Your notification is late and results in higher costs for Us or harms Our investigation opportunities Our liability may be reduced and it may even be reduced to nil;

(b) provide details of what has occurred and when requested complete and return Our claim form promptly together with proof to support your claim. Examples of proof include any letters, documents, valuations, receipts or evidence of ownership that You have been reasonably asked to provide;

(c) comply with reasonable requests to provide written statements under oath if We require it;

(d) comply with reasonable requests to be interviewed about the circumstances of the claim, if We require this;

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(e) allow Us to inspect Your Insured Property at reasonable times and frequencies and take possession of any damaged item to deal with it for reasonable purposes and in a reasonable way;

(f) provide Us as soon as reasonably possible with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the Event.

4. Approval needed for repairs

You should not commence repairs without Our approval except for essential temporary repairs permitted under Event 1) h) of **Part A** of **Section 1**. Please contact Us to confirm approval for these costs.

5. Repairs or Replacement

We have the right to nominate the repairer or supplier to be used. If after We have assessed Your claim, You are required to enter into a contract with a third party to replace or reinstate Loss or Damage to Insured Property that We have agreed to pay You will enter into that agreement with the third party as Our agent unless We otherwise advise in writing.

6. You must assist Us

Before We will pay anything under this Policy, You must:

(a) comply with all the requirements of this Policy. We may reduce or refuse Your claim to the extent We are prejudiced by Your non-compliance;

(b) give Us all information and assistance which We reasonably require in relation to the claim and any proceedings; and

(c) allow Us access to any and all documents that We reasonably require to ascertain the maintenance history of the Building.

7. False or misleading information

We may deny part or all of Your claim if You are not truthful and frank in any statement You make in connection with a claim or if a claim is fraudulent or false in any respect.

We may also report any suspected fraudulent act to the Police for further investigation.

8. Claim administration and legal proceedings

When a claim is admitted under this Policy, We have the right at Our discretion to exercise all Your legal rights relating to the claim and to do so in Your name.

We will take full control of the administration, conduct or settlement of the claim including any recovery or defence that We may consider is necessary.

We will act reasonably having regard to Your interests, and will keep You informed if You ask Us to.

9. Salvage value

We are entitled to any salvage value on recovered items and damaged items that have been replaced.

At Our discretion (and if safe to do so), You may reclaim the item if You agree to pay the salvage price.

10. Contribution

Where a claim covered under this Policy is also insured elsewhere, We may exercise Our right to seek contribution from the other insurer or insurers.

Acts or omissions of Your Strata Community Manager

We will not deny liability for a claim, or reduce the amount of a claim, if Our right of denial or reduction is solely caused by an act, error or omission of Your Strata Community Manager while acting on Your behalf.

Cancelling Your Policy

(a) You may cancel all or part of this Policy at any time by giving Us notice in writing.

(b) We may cancel this Policy on any of the grounds set out in the *Insurance Contracts Act 1984* (Cth) and We will always tell You of this in writing.

(c) When We have agreed to accept payment of Premium by instalments, You must ensure that they are paid on time. We will notify You if an instalment has not been paid and We will try to deduct the overdue amount along with Your next regular payment. If the next attempt to deduct the outstanding amount fails, We will cancel Your policy for non-payment. We will send You a notice advising You of cancellation, and cancellation will be effecting 14 days from the date of this notice.

(d) On cancellation, a refund of Premium will be calculated equal to the unexpired period of this Policy less any non-refundable Government charges and any component of the Premium relating to levies where applicable.

(e) Where We have paid the total Sum Insured on a claim under any Section, that Section of Your Policy with Us is deemed to have been fulfilled and there is no refund of any Premium.

Goods and Services Tax (GST) Notice

The amount of Premium payable by You for this Policy includes an amount on account of the Goods and Services Tax (GST) on the Premium.

When We pay a claim, Your GST status will determine the amount We pay.

When You are:

(a) not registered for GST:

We will pay up to the Sum Insured, limit of indemnity or other Policy limit including GST.

(b) registered for GST:

(i) and We have arranged services directly with the service provider, We will pay up to the relevant Sum Insured or other policy limit including GST

(ii) when We settle direct with You We will pay up to the

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Sum Insured, limit of indemnity or other Policy limit and where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim We will pay for the GST amount but We will reduce the GST amount We pay by the amount of any Input Tax Credits to which You are or would be entitled.

You must advise Us of Your correct Australian Business Number and Input Tax Credit Entitlement. Any GST liability arising from Your incorrect advice is payable by You.

Where the settlement of Your claim is less than the Sum Insured or the other limits of insurance cover, We will only pay an amount for GST (less Your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover Your loss, We will only pay the GST relating to Our settlement of the claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Input Tax Credit Entitlement is Your entitlement to an Input Tax Credit on Your Premium as a percentage of the total GST on that Premium.

General conditions - which apply to all Sections unless otherwise stated

1. Alteration of risk

You must promptly advise Us of any changes in the details of the information You have given Us that You know or ought reasonably to have known is relevant to Our decision to insure You and the terms on which We will insure You, or if the nature of the occupation or other circumstances affecting Your Insured Property are changed in such a way as to increase the risk of Loss or Damage or the likelihood of liability losses.

If You do not do so We may not be liable for any loss, damage or liability caused or contributed to by any such change or alteration.

2. Excess

You must pay or contribute the amount of any Excess shown in this Policy or on the Schedule in accordance with the relevant Section. If We settle Your claim by cash settlement We will deduct the Excess from the amount We pay You. In other circumstances, You may need to pay the Excess as a contribution to Your claim.

Any Excess applying to Loss or Damage caused by an earthquake or seismological disturbance that occurs during any one period of seventy two (72) consecutive hours will be considered as one Event and not within the period of any previous Event.

Should more than one Excess be payable for any claim under this Policy arising from the one Event, such Excesses will not be aggregated and the highest single level of Excess only will apply.

3. Joint insureds, interested parties

(a) When more than one party is named on the Schedule as an insured We will treat each as a separate and distinct party. The words You, Your, Yours will apply to each party in the same manner as if a separate Policy had been issued to each party;

(b) When any other party or entity has a legal insurable interest in Your Insured Property duly notated in Your records We will treat each party or entity as a third party beneficiary without notification or specification provided such interest is fully disclosed to Us in the event of Loss or Damage;

provided that as regards both a) and b) Our liability for any Sum Insured or other Policy limit for any one Event is not thereby increased.

Any act, breach or non-compliance with the terms and conditions of this Policy committed by any one such party or third party beneficiary:

(a) shall not be prejudicial to the rights and entitlements of the other insured party(ies) or third party beneficiaries; provided that

(b) the other insured party(ies) or third party beneficiaries upon becoming aware of any such act, breach or non-compliance which increases the risk of loss, damage or liability give Us written notice within a reasonable time.

4. Reinstatement of Sum Insured

After We have admitted liability for a claim We will:

(a) for claims up to ten percent (10%) of Your Sum Insured:

(i) automatically reinstate Your Sum Insured and/or other limits to their pre-loss amount without charge;

(b) for claims in excess of ten percent (10%) of Your Sum Insured:

(i) automatically reinstate Your Sum Insured and/or other limits to their pre-loss amount, provided You pay or agree to pay an additional Premium as we may require, based on the amount of the claim and the unexpired term of the Policy.

This condition does not apply:

(a) *when We pay a total loss or constructive total loss;*

(b) *when We pay the full Sum Insured;*

(c) *to **Section 1**;*
***Part A** Events 7), 20), and 22)*
***Part B** Event 4), and*
***Part C** Event 7);*

(d) *to **Sections 6** and **9**.*

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General exclusions - what is not insured under any Section

We will not pay for any loss, damage, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from or in any way connected with:

1. **Act of Terrorism**

   to the extent permitted by law (including but not limited to as provided under the Terrorism Insurance Act 2003 (Cth)):

   (a) *any Act of Terrorism;*

   (b) *any action taken in controlling, preventing, suppressing, retaliating against or responding to an Act of Terrorism;*

   (c) *biological, chemical, nuclear or radioactive contamination, pollution, weapons or explosion arising from an Act of Terrorism;*

   (d) *non-material damages or non-physical damages of any kind arising from or in any way connected with an Act of Terrorism; or*

   (e) *any threat of an Act of Terrorism.*

2. **Cyber and Electronic Data**

   (a) *the total or partial damage to, loss, destruction, distortion, erasure, corruption, alteration, misinterpretation, theft or other dishonest, criminal, fraudulent or unauthorized manipulation of Electronic Data from any cause whatsoever (including, but not limited to Computer Attack and/or a Cyber War & Terrorism Event) or loss of use, reduction in functionality, loss, cost, expense and/or fee of whatsoever nature resulting therefrom; or*

   (b) *an error in creating, amending, entering, deleting or using Electronic Data, or*

   (c) *total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all,*

   regardless of any other cause or event contributing concurrently or in any other sequence to the Loss or Damage.

   However, in respect of **Sections 1**, **7**, **8** and **10**, but for this exclusion, in the event that any Damage results from any of the matters described in this General Exclusion 2 (except for a Cyber War & Terrorism Event) the Policy, subject to all its terms, provisions, conditions, exclusions and limitations, will cover direct Damage and/or consequential loss arising therefrom occurring during the Period of Insurance to Insured Property.

3. **Intentional damage**

   any deliberate or intentional damage or liability or omission caused or incurred by You or by any person acting with Your express or implied consent unless for the purpose of preventing or eliminating danger to Insured Property or persons.

4. **Nuclear**

   ionising radiation from, or contamination by radio-activity from,

   (a) *any nuclear fuel or nuclear waste or*

   (b) *the combustion of nuclear fuel (including any self-sustaining process of nuclear fission), or*

   (c) *nuclear weapons material.*

5. **War**

   war or warlike activities including invasion, act of a foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, use of military or usurped power, looting, sacking or pillage following any of these, or the expropriation of property.

6. **Lawful seizure**

   the lawful seizure, detention, confiscation, nationalisation or requisition of the Insured Property.

7. **Sanctions**

   circumstances where any cover or benefit or any claim payment where the provision of cover or benefit or payment of claim would constitute a breach of any trade or economic sanction, embargo, prohibition or restriction imposed by any of the following: United Nations, United States of America, Australia, European Union, UK, or New Zealand. This clause shall apply where such geographical location, provision of goods, services or other reasons shall contravene such sanction, embargo, prohibition or restriction.

General definitions - the meaning of some words

The words listed below have been given a specific meaning in this Policy and these specific meanings apply when the words begin with a capital letter.

There are other definitions that are specific to individual **Sections** and these appear in the relevant Section.

Act of Terrorism

means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

(a) involves violence against one or more persons; or

(b) involves damage to property; or

(c) endangers life other than that of the person committing the action; or

(d) creates a risk to health or safety of the public or a section of the public; or

(e) is designed to interfere with or to disrupt an electronic system.

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Agreed Value

means the Sum Insured shown on Your Schedule for **Section 1** at the time of Loss or Damage that results in all or some Lot Titles being terminated.

Common Area

means the area at Your Situation that is not part of any Lot or is identified as common.

Computer Attack

means any malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilising the computer system or network of whatsoever nature.

Cyber War & Terrorism Event

means any Act of Terrorism or Cyberterrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the Loss or Damage.

Cyberterrorism

means any premeditated politically, religiously, or ideologically (or similar objective) motivated attack or disruptive activity, or the threat thereof, by a group or individual against a computer system or network of whatsoever nature or to intimidate any person in furtherance of such objectives.

Depreciation

means the reduction in the value of the item due to Wear and Tear.

Earth Movement

means heavage, landslide, land-slippage, mudslide, settling, shrinkage, subsidence or collapse.

Electronic Data

means facts, concepts and/or information converted to a form usable for communications and/or displays and/ or distribution, interpretation and/or processing by electronic and/or electromechanical data processing and/or electronically controlled equipment that includes but is not limited to programs and/or software and/or other coded instructions for such equipment.

Endorsement

means a written alteration to the terms, conditions, exclusions and limits of this Policy that are shown on and form part of the Schedule.

Erosion

means being worn or washed away by water, ice or wind.

Event(s)

means a happening or an incident not intended to happen that occurs during a particular interval of time, or a series of happenings or incidents consequent upon or attributable thereto, which causes or results in Loss or Damage or a legal liability to pay compensation which is claimable under this Policy.

Excess

means the amount You must pay towards each and every claim arising out of one Event or occurrence. You will find the amount of any Excess shown on the Schedule or within the Policy.

Floating Floors

means engineered, laminated, veneered or similar (pre-finished) type flooring not fixed or attached to the sub-floor but held in position by its own weight and/or skirting boards at perimeter walls.

Flood

means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

(a) a lake (whether or not it has been altered or modified);

(b) a river (whether or not it has been altered or modified);

(c) a creek (whether or not it has been altered or modified);

(d) another natural watercourse (whether or not it has been altered or modified);

(e) a reservoir;

(f) a canal;

(g) a dam.

Fusion

means the process of fusing or melting together the windings of an electric motor following damage to the insulating material as a result of overheating caused by electric current.

Indemnity Value

means the cost to rebuild, replace or repair property to a condition that is equivalent to or substantially the same as but not better nor more extensive than its condition at the time of loss taking into consideration age, condition and remaining useful life.

Insured Property

(a) **Building**

Building means:

building or buildings as defined by the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Building is situated, including:

(i) outbuildings;

(ii) fixtures and structural improvements including

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fencing, gates, paths and roadways, retaining walls, awnings, external blinds and signs;

(iii) tennis courts, in-ground swimming pools and spas;

(iv) fixed or built in plant, equipment and appliances;

(v) floor coverings but excluding carpets (whether fixed or un-fixed) and Floating Floors;

(vi) marinas, wharves, jetties, docks, pontoons, swimming platforms, or similar type facilities (whether fixed or floating) that are used for non-commercial purposes and that do not provide fuel distribution facilities, unless You advise Us and We otherwise agree in writing;

(vii) satellite dishes, radio, television and other antennas including their associated wiring, masts, footings, foundations, moorings and towers;

(viii) underground and overhead services;

(ix) unfixed building materials and uninstalled fittings that are to be fitted to Your Insured Property but limited to an amount not exceeding 10% of the Sum Insured for Insured Property, or $100,000, whichever is the lesser.

(b) **Common Area Contents**

Common Area Contents means (but not so as to limit the generality thereof):

(i) furniture, furnishings, household goods, light fittings, internal blinds, curtains, unfixed artwork, curios, fire extinguishers and the like;

(ii) freestanding appliances such as refrigerators, freezers, washing machines and dryers, other electrical items;

(iii) carpets (whether fixed or unfixed), floor rugs and Floating Floors;

(iv) computers, electronic equipment and office equipment;

(v) swimming pools or spas that are not in-ground including their covers and accessories;

(vi) wheelchairs, garden equipment including lawn mowers, golf carts, golf buggies or other similar type items but only if such item is not required to be registered;

that You own or have legal responsibility for:

- at, in or adjacent to Your Situation, or
- temporarily removed elsewhere in Australia including transit to and from Your Situation.

Building and Common Area Contents do not include:

- *aircraft, caravans, trailers, Vehicles (other than garden appliances not required to be registered), hovercraft and Watercraft including their accessories or spare parts whether fitted or not;*
- *damage to internal paintwork and wallpapering of Lots in New South Wales and Australian Capital Territory unless You include Optional Cover 3 of **Section 1**;*
- *livestock, fish, birds or other animals;*
- *Lot Owners' Contents and any other personal property of theirs;*
- *Lot Owners' Floating Floors installed within their Lot unless You include Optional Cover 2 of **Section 1**;*
- *money, other than as covered under Event 14 of **Part A** of **Section 1**;*
- *plants, hedges, trees, shrubs, gravel, shale, stones, clay or soil on paths or driveways or tennis courts, soil or bark or mulch in gardens other than as covered under Event 3 of **Part B** of **Section 1**;*
- *temporary wall, floor and ceiling coverings within a Lot;*
- *mobile or fixed air-conditioning units servicing an individual Lot (Queensland).*

Where anything in this definition of 'Insured Property' is contrary to the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Building is situated the requirements of Your Act will apply.

Land Value

means the sum certified by the Valuer General as being the value of the land at the Situation after due allowance has been made for variations or other special circumstances affecting such value either before or after the damage and which would have affected the value had damage not occurred.

Loss or Damage

means direct physical loss of, destruction of, or damage to property from any sudden and accidental cause not otherwise excluded by this Policy.

Lot

means an area shown on a plan as a Lot in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated.

Lot Owners(')

means a person, persons or other entity registered as a proprietor or owner of a Lot in Your Building in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated.

Lot Owners' Contents

means (but not so as to limit the generality thereof):

(a) freestanding appliances such as dishwashers, washing machines and dryers;

(b) computers, electronic and electrical equipment, garden equipment;

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(c) Lot Owners' business and personal effects, furniture, furnishings, carpets, floor rugs and Floating Floors installed within their Lot.

Lot Owners' Fixtures and Improvements

means any fixture or structural improvement installed by a Lot Owner for their exclusive use and which is permanently attached to or fixed to Your Insured Property so as to become legally part of it, including any improvements made to an existing fixture or structure.

Members

means and is limited to the interest of Proprietors, Members, Lot Owners or Shareholders in respect of the ownership of Your Insured Property in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated. Their interest or liability as an owner and/or occupier of a Lot is not included unless otherwise specifically provided by this Policy.

Period of Insurance

means the period that You are insured. The commencement and expiry dates are shown on the Schedule.

Policy

means this Policy Wording, the Schedule (including any issued in substitution) and any Endorsements attaching to or contained within those documents and which will be the legal contract between You and Us.

Premium

means any amount We require You to pay under the Policy. Government charges and/or levies will be added at the prevailing rate and separately identified on the Schedule.

Rainwater

means the rain that falls naturally from the sky. It includes Rainwater run-off over the surface of the land but not Flood.

Rent

means, as regards any Lot or part of Your Common Area leased to a Tenant, an amount of money calculated on the basis of the annual rentable value (including any 'outgoings' payable by a Tenant or lessee) that applied immediately prior to the happening of Loss or Damage less any commission or charges You are not required to pay to a letting or rental collection agent.

Replacement

means:

(a) the reasonable cost of rebuilding, replacing or repairing Your Insured Property to a condition which is equivalent to or substantially the same as but not better nor more extensive than when it was new; and

(b) the extra costs necessarily incurred to:

(i) alter or upgrade Your Insured Property to comply with Public, Statutory or Environmental Protection Authority requirements;

(ii) flush out the air in the repaired, replaced, or rebuilt Insured Property with 100% outside air as required by The Green Building Council of Australia Green Star® or LEED® standards.

but does not include any costs that would have been incurred in complying with orders issued prior to the happening of Loss or Damage.

Schedule

means one of the following

(a) the document titled Schedule which includes Your name and address, the Premium and any other variables to Our standard Policy (including any Endorsement clauses);

(b) the renewal Schedule You have paid;

Either of these documents may be re-issued from time to time where required or permitted by law and each successor overrides the earlier document.

Situation

means the land at the address(es) shown on the Schedule or the registered address of Your Strata Community where Your Insured Property is situated.

Storm

means a violent wind sometimes combined with thunder, heavy falls of rain, hail or snow.

Storm Surge

means an abnormal rise or fall in the level of the sea caused by the winds of an intense Storm or cyclone.

Strata Community

means the owner(s) of Your Insured Property and Common Area incorporated under the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property and Common Area is situated.

Strata Community Manager

means a person or other entity appointed in writing by Your Strata Community with delegated functions including the authority to act as an Office Bearer in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated.

Sum Insured

means the amount(s) shown on the Schedule for the Sections You are covered for and is the maximum amount of Our liability, inclusive of claimant's costs and expenses recoverable from You, for all claims under each of the Sections:

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(a) during any one Period of Insurance; or

(b) unless a specified limit is otherwise stated in a Section.

Temporary Accommodation

means, as regards any Lot occupied by the Lot Owner, an amount of money calculated on the basis of similar accommodation located in the vicinity.

Tenant

means any person authorised under the terms of a lease, rental or similar type agreement who lives in a Lot including any other co-inhabitant or family normally resident with the Tenant.

Tsunami

means a sea or ocean wave caused by an earthquake, earth tremor or seismological disturbance under the sea.

Vehicle(s)

means:

(a) any type of machine on wheels or self-laid tracks made or intended to be propelled by other than manual or animal power that is or should be registered and/or insured under legislation in the State or Territory of Australia in which it is being used; and

(b) any trailers or other attachments made or intended to be drawn by any of those machines.

Voluntary Worker

means a person aged twelve (12) years or over engaged solely in work or duties on Your behalf without promise of reward or remuneration, other than an honorarium for duties associated with that function but does not mean employees, contractors or any person who receives a payment, reward or remuneration (other than provided herein) for their services.

Watercraft

means any vessel, craft or thing made or intended to float on or in or travel through water.

Wear, Tear

means damage or a reduction in value through age, ordinary use or lack of maintenance.

We, Our, Us

means:

(a) Allianz Australia Insurance Limited Subject to b) and c) below;

(b) Allianz Australia Workers Compensation (NSW) Limited in respect of **Section 4** when insurance for New South Wales is provided, and

(c) Allianz Australia Workers Compensation (Victoria) Limited in respect of **Section 4** when insurance for Victoria is provided.

You, Your, Yours

means:

(a) **in respect of Sections 1, 7, 8, and 10:**

the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule including:

(i) the interest therein of Members;

(ii) Lot Owners in respect of **Parts B** and **C** of **Section 1**, **Part B** of **Section 7** and **Part B** of **Section 8**;

(b) **in respect of Section 2:**

the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule including:

(i) the interest therein of Members;

(ii) the organisers of recreational and other activities in respect of **Section 2 (1) (b) (v)**;

(iii) a Voluntary Worker whilst engaged solely in work or duties on behalf of the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule but does not include Office Bearers while acting in that capacity.

(iv) in regard to Special condition 2, Adjoining property extension only, the owner and/or leaseholder of adjacent property.

(c) **in respect of Section 3:**

a Voluntary Worker whilst engaged solely in work or duties on behalf of the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule.

(d) **in respect of Sections 4, 5, and 9:**

the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule.

(e) **in respect of Section 6:**

the past, present or future Office Bearers or committee members of the Strata Community, Corporation, Owners Corporation, Plan or Directors of the Company, including those persons':

(i) estate, heirs, legal representative or assigns;

(ii) legal representative or assigns if he/she is incompetent, insolvent or bankrupt;

but does not include a Strata Community Manager or any other contracted person(s), firm or company when acting in their professional capacity.

(f) **in respect of Section 11:**

the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule and Lot Owners whose Lot titles are terminated.

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Section 1 - Insured Property

What We cover

This Section contains **Parts A**, **B** and **C** that provide cover against the Events listed below which occur during the Period of Insurance.

Section 1 - Part A

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

You are covered for the following Events.

1. We will pay up to the Sum Insured shown on the Schedule for **Section 1**, against Loss or Damage to Your Insured Property on the basis set out in "Claims - basis of settlement", including the cost of:

   (a) (i) architects fees, surveyors fees and other professional fees;

   (ii) removal, storage and/or disposal of debris, being the residue of Your damaged Insured Property (including debris required to be removed from adjoining or adjacent public or private land), damaged Lot Owners and occupiers Contents and of anything which caused the Loss or Damage;

   (iii) clearing, cleaning and repairing drains, gutters, sewers and the like where the blockage causes or is the result of physical damage to the pipe or drain;

   (iv) dismantling, demolishing, shoring up, propping, underpinning, or other temporary repairs;

   (v) demolition and disposal of any undamaged portion of Your Insured Property including undamaged foundations and footings in accordance with a demolition order issued by a Public or Statutory Authority;

   (b) Fees, contributions or imposts required to be paid to any Public or Statutory Authority to obtain their authority to rebuild, repair or replace Your Insured Property but We will not pay for any fine or penalty imposed by any such Authority.

   (c) Legal fees You necessarily incur in making submissions and/or applications to any Public or Statutory Authority, Builders Licensing Board, or Land and Environment Courts.

   (d) Loss or Damage to fences and gates as a result of Storm.

   ⚠

   We will not pay:

   (i) *if gradually operating causes (such as but not limited to Wear, Tear, gradual corrosion, gradual deterioration, wet or dry rot, rust, vermin or insects) primarily contribute towards the Loss or Damage;*

   (ii) *unless We are notified and given a reasonable time to inspect the Loss or Damage before any repair or Replacement is commenced. To ensure You are covered, please contact Us before any repair or Replacement to confirm approval for these costs.*

   (e) Loss or Damage caused by a Tsunami.

   (f) Loss or Damage caused by emergency services such as police, fire brigade, ambulance or others acting under their control, in gaining access to Your Insured Property in the lawful pursuit of their duty.

   (g) Sudden and unforseen Loss or Damage caused by smoke or smut from industrial operations but excluding Loss or Damage resulting from any gradually operating cause.

   (h) Reasonable emergency repair costs You necessarily incur in pursuance of Your duty to minimise insured Loss or Damage and avoid further losses.

   (i) Reasonable costs for the temporary protection and safety of Your Insured Property and residents that You necessarily incur as a result of Loss or Damage that is admitted as a claim under **Section 1**.

   If such costs are likely to exceed $5,000 You should first obtain Our written consent prior to You incurring costs in excess of this amount.

2. **Act of Terrorism**

   Where We determine that the Policy is not an eligible insurance contract as defined under the *Terrorism Insurance Act 2003* (Cth) and the total Sums Insured for Your Insured Property as shown on the Schedule under **Sections 1** and/ or **8** (if applicable) is less than $100,000,000 then We may agree that General Exclusion 1(a) will not apply in relation to actual Loss or Damage, cost or expense otherwise covered under this **Section 1**.

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If We agree to provide this cover it will be shown on Your Schedule, however in such circumstances Our maximum liability in the aggregate in any one Period of Insurance will not exceed the Sum Insured of the Insured Property as shown in the Schedule or $100,000,000, whichever is the lesser. No cover is provided for events which are excluded under General Exclusions 1(b), (c), (d) or (e).

Cover for Events 3) to 23) of **Part A** are included in addition to the Sum Insured for **Section 1**.

3. Alterations / additions

When You make alterations, additions or renovations to Your Insured Property during the Period of Insurance We will:

(a) during the construction period:

pay up to $100,000 for Loss or Damage to such alterations, additions or renovations by an Event claimable under **Section 1** provided:

(i) the value of such work does not exceed that amount; or

(ii) You notify Us and We otherwise agree in writing before the commencement of such work.



We will not pay if You have entered into a contract with a builder, contractor or similar entity and they are required by law to effect, and they have effected, insurance that insures material damage and liability risks.

However, as permitted by law, when You are required under the terms of a contract condition to effect insurance on Your Insured Property in the names of both You and the contractor We will cover the interest of the contractor as a Joint Insured in respect of Loss or Damage to such alterations, additions or renovations provided You advise Us with details where the contract value is in excess of $100,000 prior to such work commencing and if requested pay any extra Premium We may require.

(b) upon practical completion:

pay up to $250,000 for Loss or Damage to the completed works by an Event claimable under **Section 1** provided:

(i) You notify Us as soon as reasonably possible after the practical completion of such alterations, additions or renovations;

(ii) You have Your property revalued for insurance purposes as soon as reasonably possible after such practical completion, and if You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay; and

(iii) if requested pay any extra Premium We may require.

4. Arson reward

We will pay a reward of up to $10,000 for information (irrespective of the number of people supplying information) which leads to a conviction for arson, theft, vandalism or malicious damage provided such Loss or Damage is claimable under **Section 1**.

We will pay the reward to the person or persons providing such information or in such other manner as We may decide.

5. Electric motors

We will pay up to $5,000 for the cost of repairing or replacing an electric motor forming part of Your Insured Property which has been burnt out by Fusion.

If the motor forms part of a sealed unit We will also pay for the cost of replacing gas.

If the motor in a sealed unit cannot be repaired or replaced because of the unit's inability to use a different type of refrigerant (a new gas as required by regulation) or parts are no longer available then We will only pay the cost that would have been incurred in repairing a sealed unit in an equivalent modern day appliance. If an equivalent modern day appliance is not available, then one as close as possibly equivalent will be the basis of any claim.



We will not pay for:

(a) *motors if covered under a guarantee or warranty or maintenance agreement;*

(b) *other parts of any electrical appliance nor for any software;*

(c) *lighting or heating elements, fuses, protective devices or switches;*

(d) *contact at which sparking or arcing occurs in ordinary working.*

6. Electricity, gas, water and similar charges – excess costs

We will pay up to $2,000 for the cost of:

(a) increased usage of metered electricity, gas, sewerage, oil and water;

(b) accidental discharge of metered electricity, gas, sewerage, oil and water;

(c) additional management charges;

You are required to pay following Loss or Damage to Your Insured Property by an Event which is admitted as a claim under **Section 1**.

7. Electricity, gas, water and similar charges – unauthorised use

We will pay up to $2,000 any one Period of Insurance for the cost of metered electricity, gas, sewerage, oil and water You are legally required to pay following its unauthorised use by any person taking possession or

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occupying any part of Your Insured Property without Your consent.

We will not pay unless all reasonable steps are taken to terminate such unauthorised use as soon as reasonably possible after You become aware of it.

8. Environmental improvements

If Your Insured Property is:

(a) damaged by an Event claimable under **Section 1**; and

(b) the cost to rebuild, replace or repair the damaged portion is more than twenty five percent (25%) of what the cost would have been had Your Insured Property been totally destroyed;

We will, in addition to the cost of environmental improvements claimable under **Section 1**, also pay up to $20,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy, hot water heat exchange system, and grey water recycling systems.

9. Exploratory costs, Replacement of defective parts

When Your Insured Property suffers Loss or Damage as a result of:

(a) bursting, leaking, discharging or overflowing of water tanks, water apparatus or water pipes; or

(b) bursting, leaking, discharging of gas tanks, gas apparatus or gas pipes; or

(c) leakage of oil from any fixed oil installation, including tanks, apparatus and pipes;

We will pay the reasonable costs of locating the cause of the Loss or Damage and for any Loss or Damage caused in locating the leak.

We will also pay:

(i) up to $1,000 for the repair or replacement of the defective part or parts of such tanks, apparatus, pipes or other installations giving rise to the Loss or Damage; and

(ii) up to $1,000 to rectify contamination damage or pollution damage to land at Your Situation caused by the escape of the liquid giving rise to the Loss or Damage.

*We will not pay for any of these costs if the bursting, leaking, discharging or overflowing is caused by a building defect, building movement or faulty workmanship. We will also not pay for these costs if caused by rust, oxidation, corrosion, Wear, Tear, gradual corrosion, gradual deterioration, Earth Movement (unless the bursting, leaking, discharging or overflowing is caused by Earth Movement within 72 hours as a direct result of Events listed in **Section 1** – Insured Property) or by trees, plants or their roots.*

10. Fallen trees

We will pay for the reasonable professional costs You necessarily incur for:

(a) the removal and disposal of trees or branches;

(b) the cost of treating the stump or root to prevent re-growth;

if a tree or branch falls and causes Loss or Damage to Your Insured Property or landscaped gardens.

We will not pay for removal or disposal of:

- *trees or branches that have fallen and not damaged Your Insured Property or landscaped gardens; or*
- *tree stumps or roots.*

11. Fire extinguishing

We will pay for the reasonable costs and expenses You necessarily incur in:

(a) extinguishing a fire at Your Situation, or in the vicinity of Your Situation and threatening to involve Your Insured Property or for the purpose of preventing or diminishing damage including the costs to gain access to any property;

(b) replenishing fire fighting appliances, replacing used sprinkler heads, and resetting fire, smoke and security alarm systems;

(c) shutting off the supply of water or any other substance following the accidental discharge or escape of such substances from fire protective equipment.

12. Keys, lock replacement

If keys to Your Insured Property are accidentally lost or stolen, We will pay up to $5,000 for the reasonable costs You necessarily incur in:

(a) re-keying or re-coding locks together with replacement keys; or

(b) replacing locks with locks of a similar type and quality if they cannot be re-keyed or re-coded;

to restore security to the same level of security that existed prior to the loss of these keys.

13. Meeting room hire

We will pay up to $5,000 for the cost of hiring temporary meeting room facilities for the purpose of holding Your annual general meeting or committee meetings if You are unable to occupy the meeting room facilities forming part of Your Insured Property by Loss or Damage which is admitted as a claim under **Section 1**.

We will pay from the time of the Event until the time when access to Your meeting room facilities are re-established.

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14. Modifications

When a resident Lot Owner is physically injured and becomes a paraplegic or quadriplegic as the direct consequence of Loss or Damage to Your Insured Property by an Event which is admitted as a claim under **Section 1** We will pay up to $25,000 for modifications to Your Insured Property or their Lot to cater for the needs of the Lot Owner.

This Benefit only applies if the paraplegia or quadriplegia has continued for a period of not less than six (6) months from the date of the Event and is substantiated by a legally qualified medical practitioner.

15. Money

We will pay up to $10,000 for loss of Your money while in the personal custody of an Office Bearer or committee member of Yours, or of Your Strata Community Manager while acting on Your behalf.

We will not pay for fraudulent misappropriation, larceny or theft or any attempt thereat by:

(a) *any person in Your employment;*

(b) *a Lot Owner, including any family member permanently residing with them; or*

(c) *a proxy of a Lot Owner.*

16. Mortgage discharge

We will pay reasonable legal costs up to $5,000 to discharge any mortgage over Your Insured Property if it becomes a total loss, is not replaced and We have paid the amount due under **Section 1**.

17. Personal property of others

We will pay up to $10,000 for the Indemnity Value of personal property of others (including employees) that are damaged by an Event claimable under **Section 1** while in Your physical or legal control.

18. Purchaser's interest

We will cover a purchaser's legal interest in Your Insured Property, in the terms of **Section 1**, when the purchaser has signed an agreement to buy part of or all of such property.

19. Records

We will pay up to $50,000 for the reasonable expenditure You necessarily incur in collating information, preparing, rewriting or reproducing records, books of account, Electronic Data and valuable papers directly related to Your Insured Property that are damaged by an Event claimable under **Section 1**, while anywhere in Australia.

20. Removal of nests

We will pay up to $1,000 any one Period of Insurance for the cost of removing wasps or bees nests from Your Insured Property that present as a danger to residents or the public.

We will not pay:

(a) *unless You first obtain Our consent to incur such costs. Please contact Us to confirm consent for these costs;*

(b) *for the cost of removing any nests that existed prior to the inception of **Section 1**.*

21. Removal, storage costs

We will pay up to $10,000 for the reasonable costs You necessarily incur in:

(a) removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;

(b) storing such undamaged portion at that place or an equivalent alternate place;

(c) returning such undamaged portion to the Situation when restoration work is completed;

(d) insuring Your undamaged Insured Property during such removal, storage and return;

following Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**.

22. Removal of illegally deposited rubbish

We will pay up to $5,000 any one Period of Insurance for the reasonable costs and expenses incurred by You with Our consent in the clearing and removal of any property illegally deposited at Your premises.

We will not pay if such a happening is not reported to the appropriate authority such as police or local council within a reasonable time.

You must by way of Excess pay or contribute the first $1,000 for each and every claim.

23. Water removal from basement

We will pay up to $2,000 for the reasonable costs You necessarily incur in removing water from the basement or undercroft area of Your Insured Property if such inundation is directly caused by Storm or Rainwater.

*We will not pay if the inundation is caused by any other Event which is not claimable under **Section 1** or by Flood unless Optional Cover 1 is shown as included on Your Schedule.*

Section 1 - Part B

Part B applies to You and Lot Owners. Cover for Events 1) to 5) of **Part B** are included up to the Sum Insured shown on the Schedule for **Part B** of **Section 1**.

In order to be sure there is cover under this Policy You should always contact Us for approval before incurring

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costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

1. (a) **Rent**

When the Common Area or a Lot has been leased out, or can be substantiated by means of a signed agreement that the Common Area or Lot would have leased out, We will pay You and/or the Lot Owner for the Rent that is lost or would have been lost if the Common Area or Lot is made unfit to be occupied for its intended purpose by:

(i) Loss or Damage that is admitted as a claim under **Section 1**; or

(ii) reasonable access to or occupancy of the Common Area or Lot is prevented by damage from an Event claimable under **Section 1** happening to other property in the immediate vicinity.

We will pay:

- under a) i) from the time of the Event until the time the Common Area or Lot is relet following completion of rebuilding, repairs or replacement provided You or they demonstrate that all reasonable actions have been taken to obtain a new Tenant; or
- if Your Insured Property is not rebuilt or replaced, for the time it would have reasonably taken to rebuild or replace Your Common Area or Lot up to a maximum of twelve (12) months;
- under a) ii) from the time of the Event until the time when access to the Common Area or Lot is re-established.

(b) **Temporary accommodation**

When a Lot Owner occupies their Lot We will pay the reasonable cost of Temporary Accommodation they necessarily incur if their Lot is made unfit to be occupied for its intended purpose by:

(i) Loss or Damage that is admitted as a claim under **Section 1**; or

(ii) reasonable access to or occupancy of their Lot is prevented by damage from an Event claimable under **Section 1** happening to other property in the immediate vicinity.

We will pay:

- under **b i)** from the time of the Event until the time they reoccupy their Lot following completion of rebuilding, repairs or replacement; or
- if Your Insured Property is not rebuilt or replaced, for the time it would have reasonably taken to rebuild or replace their Lot up to a maximum of twelve (12) months;
- under **b ii)** from the time of the Event until the time when access to their Lot is re-established.

(c) **Disease, murder and suicide**

We will pay You and/or the Lot Owner for:

(i) the cost of Temporary Accommodation necessarily incurred;

(ii) Rent that is lost;

If Your Common Area or their Lot cannot be occupied by order of the police, a public or statutory authority, other body, entity or person so empowered by law, due to:

- the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air- conditioning plant cooling towers and the like;
- a human infectious or contagious disease;
- murder or suicide;

occurring at Your Situation.



We will not pay for loss, costs or damage caused by, arising from or in any way connected with Highly Pathogenic Avian Influenza in humans or any disease declared to be a listed human disease under the Biosecurity Act 2015 (Cth) (including amendments), or listed under successor Commonwealth legislation dealing with quarantine or biosecurity matters (including delegated legislation) whether occurring at Your Situation or elsewhere.

We will pay from the time the order is invoked until the time the order is revoked, or for a period of thirty (30) days, whichever first occurs.

(d) **Failure of supply services**

We will pay You and/or the Lot Owner for:

(i) the cost of Temporary Accommodation necessarily incurred;

(ii) Rent that is lost;

if Your Common Area or their Lot is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from Loss or Damage by an Event claimable under **Section 1** happening to property belonging to or under the control of any such supply authority.

Provided the failure of services extends for more than twenty-four (24) hours We will pay from the time of the failure until the time such services are reinstated, or for a period of thirty (30) days, whichever first occurs.

The combined total amount We will pay under **Part B 1)** arising out of any one Event that is admitted as a claim under **Section 1** is limited to the Sum Insured shown on the Schedule for Loss of Rent/Temporary Accommodation.

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2. Cost of reletting

When any part of Your Common Area or a Lot has been leased out and it is made unfit to be occupied for its intended purpose by:

(a) Loss or Damage that is admitted as a claim under **Section 1**; and

(b) Your Tenant at the time of the Event subsequently advises they will not be reoccupying the Common Area or the Lot they previously leased;

We will pay You and/or the Lot Owner reasonable reletting costs up to $1,500.

3. Landscaping

We will pay up to $10,000 for the reasonable costs You or a Lot Owner necessarily incur in replacing or repairing damaged trees, shrubs, plants, lawns or rockwork at Your Situation damaged by an Event claimable under **Section 1**.

4. Removal of squatters

We will pay You and/or the Lot Owner up to $1,000 any one Period of Insurance for legal fees necessarily incurred to repossess Your Insured Property or their Lot if squatters are living in it.

We will pay if You or they first obtain Our consent to incur such legal fees.

5. Title deeds

We will pay for the reasonable costs You or a Lot Owner necessarily incur in replacing Title Deeds to Your Insured Property or their Lot if they are lost or damaged by an Event claimable under **Section 1**, while anywhere in Australia.

Section 1 - Part C

Part C applies to Lot Owners. Cover for Events 1) to 6) of **Part C** are included in addition to the Sum Insured for **Section 1**.

1. Emergency accommodation

When a Lot is occupied by a Lot Owner or Tenant for residential purposes We will pay:

(a) the Lot Owner; and/or

(b) the Tenant named on the lease, rental or similar type agreement;

up to $1,500 a Lot, irrespective of the number of people occupying the Lot, for the reasonable cost of emergency accommodation necessarily incurred if a Lot is made unfit to be occupied for its intended purpose by:

(i) Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**; or

(ii) reasonable access to or occupancy of the Lot is prevented by Loss or Damage from an Event claimable under **Section 1** happening to other property in the immediate vicinity; or

(iii) reasonable access to or occupancy of the Lot is prevented by the Police Authority or other Emergency Service due to a danger or disturbance in the immediate vicinity.

However under Clause 1 b) above We will:

- only pay if the need for emergency accommodation arises in circumstances where two (2) or more Lots are made unfit to be occupied for their intended purpose;
- treat the Tenant named on the lease, rental or similar type agreement as though the Tenant was a Lot Owner.

2. Funeral expenses

When a Lot is occupied by the Lot Owner We will pay up to $5,000 a Lot for funeral expenses if the Lot Owner, or a family member who permanently resides with the Lot Owner, dies as the direct consequence of Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**.

3. Lot Owners' contributions and fees

We will pay, up to $2,000 a Lot, for contributions, levies, maintenance and other fees the Lot Owner is required to pay during the period their Lot is unfit to be occupied for its intended purpose by Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**.

4. Lot Owners' removal and storage costs

We will pay up to $5,000 for the reasonable costs a Lot Owner necessarily incurs in:

(a) removing their undamaged Contents to the nearest place of safe keeping;

(b) storing their undamaged Contents at that place or an equivalent alternate place;

(c) returning their undamaged Contents to Your Situation when occupancy of their Lot is permitted;

(d) insuring their undamaged Contents during such removal, storage and return;

following Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1** that makes their Lot unfit to be occupied for its intended purpose.

5. Lot Owners travel costs

When a Lot Owner has leased out their Lot We will, if their Lot is made unfit to be occupied for its intended purpose by Loss or Damage that is admitted as a claim under **Section 1**, pay up to $250 a Lot for reasonable travel costs the Lot Owner incurs in visiting their Lot for the purpose of consulting with claim adjusters and/or building repairers.

We will not pay unless You or they first obtain Our consent to incur such travel costs.

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6. **Pets, security dogs**

When a Lot Owner occupies their Lot solely for residential purposes, We will pay up to $1,000 a Lot for the reasonable costs they necessarily incur for boarding pets or security dogs if their Lot is rendered unfit for its intended purpose by:

(a) Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**; and

(b) Temporary Accommodation does not allow pets or security dogs.

7. **Sale of Lot**

When a Lot Owner has contracted to sell their Lot and the sale is subsequently delayed or cancelled as a direct result of Loss or Damage by any Event and a claim is admitted under **Section 1** We will, from the date the sale was to have been settled, pay up to $7,500 per Lot and $20,000 any one Period of Insurance for:

(a) the actual interest charges a Lot Owner incurs on capital borrowed (such as bridging finance) in anticipation of the sale proceeds of the Lot; or

(b) in any other case, the loss of potential investment interest on the sale proceeds of the Lot until the time settlement is finalised.

The method of calculation on this will be;

$$\frac{(CR + 1\%)}{365} * SP * DL$$

Whereas:

CR = Reserve Bank of Australia {current target cash rate}
SP = Sale proceeds
DL = No of days in investment

We will not pay unless the Lot Owner makes every reasonable effort to complete the sale of the Lot.

Optional Covers

The following Optional Covers are operative when shown as 'Included' on Your Schedule.

1. **Flood**

We will pay up to the Sum Insured shown in the Schedule for Loss or Damage to Your Insured Property caused by Flood which happens during the Period of Insurance.

2. **Floating floors**

Provided Your Sum Insured under **Section 1** is not otherwise exhausted We will pay for the cost of repairing or replacing Lot Owner's Floating Floors if damaged by an Event claimable under **Section 1**.

3. **Lot Owners' wall coverings (Applicable to New South Wales and Australian Capital Territory)**

Provided Your Sum Insured under **Section 1** is not otherwise exhausted We will pay for the cost of repainting or re-wallpapering internal walls or ceilings of a Lot if damaged by an Event claimable under **Section 1**.

Our liability under Optional Cover 3) is limited to the room, hallway or passageway where the Loss or Damage occurs.

Exclusions - what We do not cover under Parts A, B and C

1. ***We will not pay for Loss or Damage:***

(a) *caused by Flood.*

However We will pay if Optional Cover 1 is shown as included on Your Schedule.

(b) *to retaining walls resulting from Storm or Rainwater.*

(c) (i) *caused by moths, termites or other insects, vermin, mice, rats, rust or oxidisation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, gradual corrosion or deterioration, change in colour, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defect, loss of weight, change in texture or finish or pecking, biting, chewing or scratching by birds or animals;*

(ii) *caused by Wear, Tear, fading, concrete or brick cancer, gradual deterioration or developing flaws;*

(iii) *caused by lack of maintenance or failure to maintain Your Insured Property in a reasonably good state of repair.*

However We will pay if any of these causes directly results in Loss or Damage from any other Event claimable under **Section 1** such as fire or glass breakage.

(d) *caused by non-rectification of an Insured Property defect, error or omission that You were aware of, or should reasonably have been aware of.*

(e) *caused by overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current.*

However We will pay if the Loss or Damage is due to:

(i) Fusion of electric motors as covered under Event 5) of **Part A**;

(ii) lightning;

(iii) power surge when such Event is confirmed by the supply authority; or

(iv) resulting fire damage.

(f) *caused by any action of the sea, high water or high tide, Storm Surge or tidal wave.*

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However We will pay if the Loss or Damage is due to Tsunami.

(g) *caused by vibration or from the removal or weakening of or interference with the support of land or buildings or any other property, Erosion or Earth Movement.*

However We will pay if the Loss or Damage is due to:

(i) earthquake or seismological disturbance, Tsunami, explosion, physical impact by aircraft;

(ii) bursting, leaking or overflowing of water tanks, pipes, drains, gutters or other water or liquid carrying apparatus; and

(iii) Flood if Optional Cover 1 is shown as included on Your Schedule.

(h) *caused by underground (hydrostatic) water.*

However We will pay if the Loss or Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains.

(i) *caused by the invasion of tree or plant roots nor for the cost of clearing pipes or drains blocked by any such invasion.*

However We will pay for water or liquid damage resulting from blocked pipes or drains.

(j) *caused by the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds.*

(k) *caused by smut or smoke from industrial operations.*

However We will pay if such damage is sudden or unforeseen.

(l) *caused by any process involving the application of heat being applied directly to any part of Your Insured Property.*

However We will pay if any other part of Your Insured Property is damaged or destroyed by fire.

(m) *due to normal settling, creeping, heaving, seepage, shrinkage, or expansion in buildings, foundations / footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other structural improvements.*

(n) *to water in swimming pools, spas or water tanks.*

(o) *to glass caused by artificial heat, during installation or removal, that has a crack or imperfection, or is required to be insured by any other party in terms of an occupancy agreement.*

(p) *to carpets and other floor coverings resulting from staining, fading or fraying.*

However We will pay if the Loss or Damage directly results from any other Event claimable under **Section 1**.

(q) *to boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting from the explosion thereof.*

(r) *to Your Insured Property if it is vacant and undergoing demolition unless Our written consent to continue cover has been obtained before the commencement of demolition.*

(s) *to Your Insured Property directly resulting from construction, erection, alteration or addition where the value of such work exceeds $500,000 unless Our written consent to continue cover has been obtained before the commencement of such work.*

However We will pay for Loss or Damage that results from any other Event claimable under **Section 1**.

2. ***We will not pay for:***

(a) *demolition ordered by any Public or Statutory Authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement or due to the incorrect siting of Your Insured Property;*

(b) *the cost of rectifying faulty or defective materials or faulty or defective workmanship;*

(c) *consequential loss, meaning We don't cover You for anything not expressly described under **Parts A, B** and **C**. Some examples of what We won't pay for include loss of use or Depreciation.*

(d) *the cost of clearing blocked pipes or drains unless the blockage causes or is the result of physical damage to the pipe or drain.*

However We will pay for water or liquid damage to Your Insured Property resulting from the overflow of such blocked pipes or drains.

Claims - basis of settlement

1. **Replacement**

If Your Insured Property is damaged, We may choose (acting reasonably) to either rebuild, replace, repair or pay the amount it would cost to rebuild, replace or repair.

The amount We pay under **Section 1** will be the cost of Replacement at the time of Replacement subject to the following provisions:

(a) the necessary work of rebuilding, replacing or repairing (which may be carried out upon another site or in any manner suitable to Your requirements provided Our liability is not increased), must be commenced and carried out without unreasonable delay (provided that You will not be responsible for any delay caused by Us);

(b) where Your Insured Property contains any architectural or structural feature of an ornamental, heritage or historical character or where materials used in the original construction are not readily

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available We will use the nearest equivalent available to the original materials;

(c) if it is lawful, and with Our prior written consent, You will not be required to actually rebuild any building destroyed but may purchase an alternative existing building or part thereof to replace all or part of the one destroyed. Such Replacement will be deemed to constitute Replacement for the purpose of this insurance provided Our liability is not increased;

(d) if You cause unreasonable delays in commencing or carrying out Replacement, We will not pay any extra costs that result from that delay;

(e) when We wish to rebuild, replace or repair and You do not want this to occur We will only pay Indemnity Value.



We will not pay for the cost to:

(i) *rebuild or replace Your undamaged Insured Property;*

(ii) *rebuild, replace or repair illegal installations.*

For each and every claim You have to pay the amount of Excess shown on the Schedule or in **Section 1**.

2. Undamaged part of Insured Property, foundations and footings

If Your Insured Property is damaged and any Public or Statutory Authority requires replacement to be carried out on another site We will pay for the value of any undamaged part of Your Insured Property, including foundations and footings, as though they had been destroyed.

If the sale value of the original Situation with such undamaged part is greater than without them We will deduct the amount of such difference from any settlement otherwise payable by Us.

3. Floor space ratio

If Your Insured Property is damaged and Replacement is limited or restricted under an Ordinance or Regulation issued by a Public or Statutory Authority requirement that results in the reduction of the floor space ratio index, We will pay the difference between:

(a) the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; and

(b) the estimated cost of Replacement at the time of Loss or Damage had the reduced floor space ratio index not applied.

4. Land value

We will pay the difference between Land Value before and after Loss or Damage if any Public or Statutory Authority refuses to allow Your Insured Property to be replaced or only allows partial Replacement, less any sum paid by way of compensation by any such Authority.

5. Claim settlement *(when* **Section 11** *is shown as a Sum Insured on the Schedule)*

When **Section 11** is shown on the Schedule as a Sum Insured We agree that We will treat Your Sum Insured under **Section 1** on an Agreed Value basis.

In the event of Loss that results in:

(a) a total loss or constructive total loss of Your Insured Property and Your Strata Community Title and all Lot Titles are terminated We will pay You the Sum Insured shown on the Schedule for **Section 1**.

(b) a partial loss and some but not all Lot Titles are terminated We will, in respect of the Lots where title has been terminated, pay You the amount calculated on the percentage of the Sum Insured for **Section 1** that the affected Lot entitlements bear to the total Strata Community entitlement.

When We pay a claim under Clause 5) b), any Loss or Damage to Lots where Title has not been terminated will be settled in terms of Clause 1) Replacement above but Your Sum Insured thereunder will be reduced by the amount We pay under Clause 5) b).

Special provisions

1. Under Clauses 2), 3) and 4) of "Claims - basis of settlement" Our liability is limited to the extent to which the Sum Insured for **Section 1** is not otherwise expended.

   Any differences relating to values may by agreement between us be referred to the President of the Australian Property Institute Inc. who will appoint a specialist valuer who is registered and qualified to carry out such valuations in accordance with accepted valuation practices. The valuer's decision will, if we so agree, be final and binding and who will at the same time decide as to payment of the costs of such referral.

2. Clauses 2), 3) and 4) of "Claims - basis of settlement" do not apply in respect of any claim settled in terms of Clause 5) Claim settlement above.

Special conditions

1. Removal of illegally deposited rubbish

Under Event 22 of **Part A** You must by way of Excess pay or contribute the first $1,000 for each and every claim.

2. Professional fees

We will pay up to $50,000 for the reasonable cost of professional fees and other expenses You necessarily incur with Our written consent in the preparation of a claim under **Section 1** and when applicable **Sections 8**, **10** and **11**.

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Section 2 - Liability to others

What We cover

In order to be sure there is cover under this Policy You should always contact Us for approval before incurring costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

1. **We will pay up to the Sum Insured shown in the Schedule for Section 2 where You become legally responsible to pay compensation (including plaintiff's legal costs) for;**
   - Personal Injury; or
   - Property Damage;

   resulting from an Occurrence happening in connection with Your Business.

Automatic Extensions

(a) Financial Loss

We will pay up to the Sum Insured shown in the Schedule for **Section 2** where You become legally responsible to pay compensation awarded by a Tribunal or similar body for financial loss incurred by a Lot Owner arising out of Your failure to comply with Your statutory duty to maintain and repair common property.

(b) Other Extensions

We will pay up to the Sum Insured shown in the Schedule for **Section 2** where You become legally responsible to pay compensation for Personal Injury or Property Damage:

(i) **Bridges, roadways, kerbing, footpaths, services** arising from bridges, roadways, kerbing, footpaths, underground and overhead services You own at the Situation.

(ii) **Car park liability** to Vehicles in Your physical or legal control where such Property Damage occurs in a car park You own at the Situation.

We will not pay if the Vehicle is owned or being used by You or is being used on Your behalf.

(iii) **Fertiliser, pesticide, herbicide application** arising from the application of any fertiliser, pesticide or herbicide to Your Common Area or Insured Property.

We will not pay:

(a) unless the fertiliser, pesticide or herbicide has been applied in conformity with any Public or Statutory Authority requirement or, in the absence of any such requirement, in conformity with the manufacturer's recommendations to the extent that the Personal Injury or Property Damage is caused or contributed to by such non-conformity;

(b) for Loss or Damage to Your Common Area or Insured Property, or its improvements including gardens and lawns, to which the fertiliser, pesticide or herbicide was being applied.

(iv) **Hiring out of sporting and recreational facilities** arising from the hiring out of sporting or recreational facilities (such as but not limited to tennis courts or swimming pools) owned by You.

(v) **Recreational and other activities** arising from recreational, social or other activities arranged for and on behalf of Lot Owners and occupiers of Lots.

(vi) **Services** arising out of the service or services You provide for the benefit, general use and enjoyment of Lot Owners and occupiers of Lots at Your Situation.

(vii) **Watercraft** arising from any Watercraft (not exceeding 8 metres in length) owned by You, in Your possession or physical or legal control.

We will not pay if the Watercraft is or should have been insured under legislation of the State or Territory of Australia in which it is being used.

(viii) **Garden equipment and unregistered vehicles** arising from any wheelchair, garden equipment including lawn mowers, golf cart, golf buggy or other Vehicle owned by You, in Your possession or physical or legal control.

We will not pay if any such item is or should have been registered and/or insured under legislation in the State or Territory of Australia in which it is being used.

2. **Cost of defending a claim**

We will pay in addition to the Sum Insured under 1) above:

(a) all legal costs and expenses incurred by Us;

(b) reasonable cost of legal representation You necessarily incur with Our written consent at a coronial inquest or inquiry into any death that may be the subject of a claim for compensation under **Section 2**;

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(c) other reasonable expenses You necessarily incur that We have agreed to reimburse; and

(d) all interest accruing after judgment has been entered against You until We have paid, tendered or deposited in court the amount that We are liable to pay following judgment.

3. Court appearance

We will pay compensation of $250 per day if We require an Office Bearer, Committee Member or Your Strata Community Manager to attend a Court as a witness in connection with a claim under **Section 2**.



Exclusions *- what We do not cover*

We will not pay for any claim:

1. *in connection with any liability for Personal Injury to any employee arising out of or in the course of their employment with You.*

   This exclusion does not apply to an 'eligible person' as defined under the *Workers' Compensation and Rehabilitation Act 2003* (Qld).

2. *in respect of liability imposed by the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated.*
3. *in respect of:*
   (a) *damage to property belonging to, rented by or leased by You or in Your physical or legal control, other than as specifically provided by this* ***Section 2****;*
   (b) *damage to property belonging to any person who is deemed a worker or employee within the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated;*
   (c) *injury to or death of animals on Your Common Area;*
   (d) *Personal Injury or Property Damage caused by animals on Your Common Area other than guard or watch dogs You employ for security purposes.*
4. *arising out of the rendering or failure to render professional advice by You or any error or omission connected therewith.*

   This exclusion does not apply to the rendering or failure to render professional medical advice by a legally qualified medical practitioner, legally qualified registered nurse, dentist or first aid attendant You use to provide first aid services at Your Situation.
5. *arising out of the publication or utterance of a defamation, libel or slander:*
   (a) *made prior to the commencement of* ***Section 2****;*
   (b) *made by You or at Your direction when You knew it to be false.*
6. *arising out of the ownership, possession or use by You of any Vehicle, Watercraft, hovercraft, aircraft or aircraft landing areas other than as specifically provided in* ***Section 2****.*
7. *arising out of or in connection with the ownership of marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) if such facilities are used for commercial purposes or provide fuel distribution facilities, unless We otherwise agree in writing.*
8. *arising out of construction, erection, demolition, alterations or additions to Your Insured Property where the cost of such work exceeds $500,000, unless You advise Us and obtain Our written consent to provide cover before commencement of such works.*
9. *arising from vibration or from the removal or weakening of or interference with the support of land or Buildings or any other property.*
10. *arising under the terms of any agreement unless liability would have attached to You in the absence of such agreement.*

    This exclusion does not apply to:
    (a) liability assumed by You under any contract or lease of real or personal property;
    (b) liability assumed by You in the course of Your Business under the terms of any written agreement with the company, person or firm appointed to manage Your Business except where liability arises out of:
        (i) any act of negligence on their part; or
        (ii) by their default in performing their obligations under such agreement.
11. *arising out of or caused by the discharge, dispersal, release of or escape of pollutants into or upon property, land, the atmosphere, or any water course or body of water.*

    This exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place during the Period of Insurance.
12. *arising out of or incurred in the prevention, removing, nullifying or clean-up of any contamination or pollution.*

    This exclusion does not apply to clean-up, removal or nullifying expenses only which are incurred after a sudden, identifiable, unexpected and unintended happening that takes place in its entirety at a specific time and place during the Period of Insurance.
13. *for fines or penalties or for punitive, aggravated, exemplary or additional damages (including interest and costs) imposed against You.*
14. *made or actions instituted outside Australia that are governed by the laws of a foreign country.*
15. *for Liability to pay for personal injury or property damage, or any consequential loss arising therefrom*

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(meaning anything not expressly described in the cover sections of this Policy, for example loss of use), caused by or arising directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos or in any way involving asbestos or asbestos contained in any materials in whatever form or quantity.

Special conditions

1. **Strata Community Manager defence**

   If a claim is made jointly against You and Your Strata Community Manager solely by virtue of their relationship with You, We will treat Your Strata Community Manager as though they were You.

   We will not indemnify Your Strata Community Manager if their joining in the claim is attributable to a negligent or wrongful act, error or omission of theirs when acting in a professional capacity, including but not limited to performance of their obligations with respect to any management agreement or other contractual arrangement they may have in place with You.

2. **Adjoining Property Extension**

   Section 2 is extended to include Your liability for any part of Your Insured Property that overhangs and/or infringes adjoining public or private property.

   This extension provides compensation for claims arising out of such overhangs or infringement which solely and directly results from Your acts or omissions in connection with the Business.

   We will not provide compensation for any claim for Personal Injury and/or Property Damage which happens independently of Your acts or omissions.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 2** when they begin with a capital letter.

Business

means the ownership of Your Common Area and Insured Property unless You otherwise advise Us and We agree to such inclusion in writing.

Occurrence

means an Event, including continuous or repeated exposure to substantially the same general conditions, that results in Personal Injury or Property Damage neither expected nor intended to happen by You.

Personal Injury

means:

(a) bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury;

(b) false arrest, wrongful detention, false imprisonment or malicious prosecution;

(c) wrongful entry or eviction or other invasion of the right of privacy;

(d) a publication or utterance of defamatory or disparaging material;

(e) assault and battery not committed by You or any Lot Owner or at Your or their direction unless committed for the purpose of preventing or eliminating danger to person or property;

that happens during the Period of Insurance anywhere in Australia.

Pollutants

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Property Damage

means:

(a) physical damage to or destruction of tangible property including its loss of use following such physical damage or destruction; or

(b) loss of use of tangible property that has not been physically damaged or destroyed provided that the loss of use has been caused by an Occurrence;

that happens during the Period of Insurance anywhere in Australia.

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Section 3 - Voluntary Workers

What We cover

We will pay to a Voluntary Worker, or that person's estate, the compensation detailed in **Section 3** in the event of such Voluntary Worker sustaining bodily injury:

(a) whilst voluntarily engaged in work on Your behalf; and

(b) caused solely and directly by violent, accidental, external and visible means; and

(c) which, independently of any other cause results in the following insured Events.

Events

1. Death $200,000
2. Total and irrecoverable loss of all sight in both eyes $200,000
3. Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot $200,000
4. Total and permanent loss of the use of one hand or of the use of one foot $100,000
5. Total and irrecoverable loss of all sight in one eye $100,000
6. (a) Total Disablement from engaging in or attending to usual profession, business or Occupation - in respect of each week of Total Disablement:

   (i) a weekly benefit of $1,000

   or

   (ii) if You substantiate that the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion is greater than $1,000 per week - the amount of such remuneration up to a maximum per week of $2,000

   (b) Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:

   (i) a weekly benefit of $500

   or

   (ii) if You substantiate that the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced by more than $500 per week - the amount of such reduction up to a maximum per week of $1,000

7. The reasonable and necessary cost of hiring or employing domestic assistance if a Voluntary Worker is totally disabled from performing

   (a) his/her usual profession, business, occupation;

   or

   (b) usual household activities;

   - in respect of each week of Total Disablement a weekly benefit not exceeding $500

8. The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding $2,000
9. The reasonable cost of home tutorial expenses if the Voluntary Worker is a full time student – in respect of each week of Total Disablement a weekly benefit not exceeding $250
10. The reasonable cost of burial or cremation of a Voluntary Worker following a claim payable under Event 1 – a benefit not exceeding $5,000

Exclusions *- what We do not cover*

We will not pay:

1. (a) *for more than one of Events 6) a) and 6) b) in respect of the same period of time;*

   (b) *under Event 6) a) and Event 6) b) in respect of persons not in receipt of wages, salaries or other remuneration from their personal exertion;*

   (c) *under Event 6) a) and Event 6) b) in excess of an aggregate of one hundred and four (104) weeks in all, in respect of any one disablement;*

   (d) *under Event 7) and Event 9) in excess of an aggregate of ten (10) weeks in all, in respect of any one disablement;*

   (e) *unless the results of bodily injury manifests itself within twelve months of sustaining such bodily injury;*

   (f) *unless an injured Voluntary Worker will, as soon as possible after the occurrence of any bodily injury, procure and follow proper medical advice from a legally qualified medical practitioner;*

   (g) *for any amounts recoverable under a Medicare benefit or payable by any registered health benefits insurer;*

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(h) *for any fees or charges in relation to the provision in Australia of medical expenses, hospital treatment or ancillary benefits as defined by the Health Insurance Act, 1973.*

2. *We will not pay compensation in respect of claims arising out of:*

   (a) *illness;*

   (b) *intentional self-injury or suicide, or any attempt thereat;*

   (c) *attributable wholly or in part to childbirth or pregnancy, notwithstanding that miscarriage or childbirth may have been accelerated or induced by the bodily injury sustained;*

   (d) *a Voluntary Worker being under the influence of alcohol or any drug, other than a drug prescribed by a qualified medical practitioner.*

Special conditions

1. If a Voluntary Worker becomes entitled to compensation under more than one of the Events 1) to 5) in respect of the same bodily injury, the compensation payable will be cumulative up to one hundred percent (100%) of the compensation payable for Event 1).
2. After the occurrence of any one of the Events 2) to 5) there will be no further liability under **Section 3** for these Events in respect of the same Voluntary Worker.
3. In the event of a claim involving the death of a Voluntary Worker We will, at Our discretion, be entitled to have a post-mortem examination carried out at Our expense.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 3** when they begin with a capital letter.

Partial Disablement

means an injury which entirely prevents a Voluntary Worker from:

(a) carrying out a substantial part of the normal duties of such person's usual occupation, profession or business;

or

(b) where such person engages in more than one occupation, profession or business, ANY OF THEM;

as certified by a legally qualified medical practitioner.

Total Disablement

means an injury which entirely prevents a Voluntary Worker from:

(a) carrying out all of the normal duties of such person's usual occupation, profession or business;

or

(b) where such person engages in more than one occupation, profession or business, ALL OF THEM;

as certified by a legally qualified medical practitioner.

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Section 4 - Workers compensation

What We cover

When Your Schedule shows **Section 4** is selected, cover is provided for Your legal liability under the applicable workers compensation legislation of the state or territory where Your Insured Property is situated. Workers compensation cover is provided under a separate policy and is subject to the terms and conditions of that policy.

Special provision

When **Section 4** is shown on the Schedule as selected cover is provided by:

(a) Allianz Australia Insurance Limited
in the Australian Capital Territory, Northern Territory, Western Australia and Tasmania; or

(b) Allianz Australia Workers Compensation (NSW) Limited
in New South Wales. We act as the agent of this insurer in arranging insurance in NSW, and not as Your agent.

(c) Allianz Australia Workers Compensation (Victoria) Limited
In Victoria. We act as the agent of this insurer in arranging insurance in Victoria, and not as Your agent.



We do not *cover*

Workers Compensation in South Australia or Queensland.

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Section 5 - Fidelity guarantee

What We cover

We will indemnify You up to:

(a) the Sum Insured shown on the Schedule for **Section 5** in respect of fraudulent misappropriation of Your Funds.

(b) $2,500 for the cost of fees payable to external auditors that are reasonably and necessarily incurred to support a valid claim.



Exclusions *- what We do not insure*

We will not pay for:

(i) *any fraudulent misappropriation unless and until You have exhausted Your rights and entitlements to payment pursuant to any other fidelity bond or fidelity fund of whatsoever nature that might exist pursuant to any law;*

(ii) *any fraudulent misappropriation committed after the initial discovery of loss;*

(iii) *any losses arising out of fraudulent misappropriation committed prior to the commencement of* ***Section 5****;*

(iv) *any claims arising out of losses discovered more than twelve (12) months after the expiry of* ***Section 5****.*

Special definition

The word listed below has been given a specific meaning and applies to **Section 5** when it begins with a capital letter.

Funds

means money, securities or tangible property received by You, or collected on Your behalf, which has been or was to be set aside for the financial management of Your affairs. Funds do not include the personal money, securities or tangible property of Lot Owners or Members.

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Section 6 - Office Bearers Liability

This Office Bearers Liability section is issued on a Claims made basis. This means **Section 6** responds to Claims first made against You during the Period of Insurance and notified to Us during that same period.

What We cover

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

1. **We will pay up to the Sum Insured as shown on the Schedule:**

   (a) (i) on Your behalf, all Loss for which You are not indemnified by Your Strata Community;

   (ii) pay on behalf of Your Strata Community, all Loss for which they grant indemnification to You, as permitted or required by law, or for which Your Strata Community is vicariously liable at law;

   arising from any Claim first made against You individually or otherwise, or against Your Strata Community Manager while acting as an Office Bearer, during the Period of Insurance; and

   (b) reported to Us during the Period of Insurance.

   Provided that Claims which do not comply with all of (a) and (b) above are not, other than as provided under **Special Condition 1** of **Section 6**, the subject of this insurance or any indemnity.

2. **Defence costs**

   We agree that in relation to any Claim under **Section 6**:

   (a) where indemnity has been confirmed by Us in writing, We will advance Defence Costs arising from such Claim;

   (b) where indemnity has not been confirmed by Us in writing, We will:

   (i) where We elect to conduct the defence or settlement of such Claim, pay Defence Costs arising from such Claim; or

   (ii) in any other case, We may at Our discretion advance the Defence Costs arising from such Claim.

   In the event the Claim is withdrawn or that indemnity under **Section 6** is subsequently withdrawn or denied We will cease to advance Defence Costs and You will refund any Defence Costs advanced by Us to the extent that We are satisfied that You were not entitled to such Defence Costs, unless We agree in writing to waive recovery of such Defence Costs.

3. **Reinstatement of the Sum Insured**

   When We have paid a Claim under **Section 6** and the total amount paid equals, or but for the Sum Insured would exceed, the Sum Insured We will reinstate the Sum Insured once only to that shown on the Schedule, subject to You paying any additional Premium that We may require.

   ⚠

   This reinstatement shall not apply to:

   (a) *any Claim, fact or circumstance that should have been or could have been notified to Us during the preceding Period of Insurance of **Section 6** or under an earlier Office Bearers Liability section issued by Us;*

   (b) *any Claim notified to Us for which a Loss payment has not been made;*

   (c) *any existing Claim on which a Loss payment has been made including any subsequent Claim that may arise from the same event.*

4. **Total limit of Our liability**

   The most We will pay for all Claims in respect of any one Period of Insurance is:

   (a) the Sum Insured shown on the Schedule for **Section 6**; and

   (b) when We have reinstated Your cover under **Insuring Clause 3)** an additional amount equal to that Sum Insured;

   inclusive of claimant's costs and expenses and Defence Costs incurred by Us.

⚠

Exclusions *- what We do not cover*

We will not pay for:

1. *Claims arising from any facts or circumstances that You knew of prior to or at the inception of **Section 6**, or that a reasonable person in the circumstances could be expected to know, that may give rise to a Claim against You.*
2. *Claims brought about or contributed to by any dishonest or fraudulent, criminal or malicious act or omission of Yours or of any person at any time employed by You.*

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However this exclusion does not apply to:

(a) any party or entity not committing or condoning any such act or omission; and

(b) the costs incurred by You in successfully defending any Claim or suit made against You.

3. *Claims for death, bodily injury, sickness, disease, or damage to property.*

   However this exclusion will not apply to Loss or Damage to documents that are Your property, or entrusted to You, or costs and expenses incurred by You in replacing or restoring such documents.

4. *Claims resulting from Your intentional decision not to effect and maintain insurances as required by the Strata Schemes Management Act, Strata Titles Act, Community Titles Act, Company Titles Act or similar legislation applying where the Insured Property is situated.*
5. *Claims arising out of a publication or utterance of a libel or slander or other defamatory or disparaging material.*
6. *fines, penalties, punitive or exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.*
7. *You gaining or having gained any personal profit or advantage to which You are not legally entitled or for which You may be held accountable to Your Strata Community or any individual member thereof.*
8. *any money or gratuity given to or taken by You without authorisation by Your Strata Community where such authorisation is necessary pursuant to the articles of Your Strata Community or prescribed law.*
9. *a conflict of duty or interest of Yours.*
10. *any intentional exercise of power by You where the exercise of that power is for a purpose other than the purpose for which such power was conferred by the Articles of Your Strata Community.*
11. *any Wrongful Act made or threatened or in any way intimated on or before the inception date specified on the Schedule, except as otherwise provided in **Special Condition 1** of **Section 6**.*
12. *Claims first notified to Us after the expiry of **Section 6**, except as otherwise provided in Insuring Clause 1 b).*
13. *Claims brought against Your Strata Community Manager or any other contracted person(s), firm or company when acting in their professional capacity, except as otherwise provided in Insuring Clause 1 a).*
14. *Claims brought against You in a Court of Law outside Australia.*

Special conditions

1. Continuous cover

We agree that if there is a fact or circumstance that should have been or could have been notified to Us during the preceding Period of Insurance of **Section 6** or under an earlier Office Bearers Liability issued by Us, We will accept the notification of such fact or circumstance under **Section 6** subject to the following provisos:

(a) We have continuously been the insurer under an Office Bearers Liability between the date when such notification should have been given and the date when such notification was in fact given; and

(b) the terms and conditions applicable to this **Special Condition 1** and to that notification will be the terms and conditions, including the Sum Insured and Excess, applicable to **Section 6** under the current Period of Insurance.

2. Excess

Whenever an Excess is shown on the Schedule, You have to pay or contribute the stated amount for each Claim covered under this **Section 6**.

If more than one person or entity makes a Claim for the same Wrongful Act, that is deemed to be a single Claim for the purpose of application of the Excess.

Only one Excess is payable for Claims arising from the one originating cause or source.

3. Jurisdiction

Any dispute arising out of or under **Section 6** will be subject to determination by any Court of competent jurisdiction within Australia according to the law applicable to that jurisdiction.

4. Reporting and notice

A Claim will be considered to have been first reported to Us at the time You first give written notice to Us that a Claim has been made against You for such Wrongful Act.

5. Settlement

If You refuse to consent to any settlement recommended by Us and elect to continue any legal proceedings in connection therewith, Our liability for the Claim will not exceed the amount for which the Claim was recommended to be settled for including the costs and expenses incurred up to the date of such refusal.

6. Severability and non-imputation

We agree that where **Section 6** insures more than one party, any conduct on the part of any party or parties whereby such party or parties:

(a) failed to comply with the duty of disclosure in terms of the *Insurance Contracts Act 1984* (Cth); or

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(b) made a misrepresentation to Us before this contract of insurance was entered into; or

(c) failed to comply with any terms or conditions of **Section 6**;

will not prejudice the rights of the remaining party or parties to indemnity as may be provided by **Section 6**, subject to the following provisos:

(i) such remaining party or parties be entirely innocent of and have no prior knowledge of any such conduct; and

(ii) as soon as is reasonably practicable upon becoming aware of any such conduct advise Us in writing of all known facts in relation to such conduct.

7. Subrogation

When We admit a Claim under **Section 6** We will, subject to the *Insurance Contracts Act 1984* (Cth), be subrogated to all Your rights of recovery against all persons or organisations and You will take reasonable steps to execute and deliver instruments and papers and to do all that is necessary to assist Us in the exercise of such rights.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 6** when they begin with a capital letter.

Claim, Claims

means

(a) a written or verbal allegation of any Wrongful Act; or

(b) a civil proceeding commenced by the service of a complaint, summons, statement of Claim or similar pleading alleging any Wrongful Act; or

(c) a criminal proceeding commenced by a summons or charge alleging any Wrongful Act.

Defence Costs

means costs, charges and expenses (other than Your fees, salaries or salaries of Your employees) incurred by Us or with Our written consent (such consent not to be unreasonably withheld):

(a) in the investigation, defence, monitoring or settlement of any Claim or proceedings and appeals therefrom together with the costs of appeal;

(b) in the legally compellable attendance by an Office Bearer at any official investigation into the affairs of Your Strata Community.

Documents

means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whether written, printed or reproduced by any other method but does not include currency notes or negotiable instruments of any kind.

Loss

means the amount payable in respect of a Claim made against You for a Wrongful Act and will include damages, judgements, settlements, orders for costs and Defence Costs.

Office Bearer

means:

(a) a person or other entity appointed by Your Strata Community to act as an Office Bearer or committee member in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where the Insured Property and Common Area is situated;

(b) a Strata Community Manager appointed as an agent of an Office Bearer and/or committee member;

(c) a person invited by an Office Bearer and/or committee member to assist in the management of Your Strata Community affairs.

but does not include a Strata Community Manager or any other contracted person(s), firm or company when acting in their professional capacity.

Wrongful Act

means any error, misstatement, act or omission, or neglect or breach of duty made, committed, attempted or allegedly made, committed or attempted by You or any matter claimed against You solely by reason:

(a) of You serving as an Office Bearer or committee member or director of Your Strata Community; or

(b) as an Office Bearer on a related building management committee provided at the time of serving as an Office Bearer on that committee You are also an Office Bearer or committee member or nominee or director of Your Strata Community.

Where any such Wrongful Act results in more than one Claim covered by Us under this or another Policy, all such Claims will jointly constitute one Loss and be deemed to have originated in the earliest Period of Insurance in which any of such Wrongful Acts is first reported to Us.

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Section 7 - Machinery breakdown

What We cover

This Section contains **Parts A** and **B** that provide cover against the following Events that occur during the Period of Insurance.

Section 7 - Part A

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

You are covered for the following Events.

1. We will pay up to the Sum Insured shown on the Schedule for **Section 7**, against Insured Damage to an Insured Item on the basis set out in "Claims - basis of settlement", including the cost of:
   (a) (i) expediting repair including overtime working;
   (ii) express or air freight on recognised/scheduled services;
   (iii) replacing oil and refrigerant gas from air-conditioning units or refrigeration units;
   (iv) hiring a temporary replacement item where such cost is necessary to maintain a vital service of Yours;

   and provided that the Insured Item is:

   (b) (i) contained at Your Situation; and
   (ii) is in the ordinary course of working at the time Insured Damage occurs.

Section 7 - Part B

Cover under **Part B** applies to You and Lot Owners. The following Events 1) and 2) of **Part B** are included in addition to the Sum Insured for **Section 7**.

1. Rent

When the Common Area or a Lot has been leased out, or can be substantiated by means of a signed agreement that the Common Area or Lot would have been leased out, We will pay You and/or the Lot Owner for the Rent that is lost or would have been lost if Insured Damage occurs and the Common Area or Lot is made unfit to be occupied for its intended purpose by Insured Damage that is admitted as a claim under **Section 7**.

We will pay:

- from the time of the Insured Damage until the time the Common Area or Lot is relet following completion of repairs or replacement provided You or they demonstrate that all reasonable actions have been taken to obtain a new Tenant; or
- the amount of any reasonable rental rebate that is negotiated with an existing Tenant following the happening of Insured Damage until completion of repairs or replacement.

2. Temporary accommodation

When a Lot Owner occupies their Lot We will pay the reasonable cost of Temporary Accommodation they necessarily incur if their Lot is made unfit to be occupied for its intended purpose by Insured Damage that is admitted as a claim under **Section 7**.

We will pay:

- from the time of the Insured damage until the time they reoccupy their Lot following completion of repairs or replacement.

The combined total amount We will pay under **Part B** arising out of any one Event that is admitted as a claim under **Section 7** is limited to fifteen percent (15%) of the Sum Insured for **Section 7** or such other percentage as We may agree in writing.

Exclusions - what We do not cover

We will not pay for:

1. *Damage caused by or arising from:*
   (a) *Wear and Tear, smut, smoke, soot, rust, corrosion, oxidisation or scale formation;*
   (b) *Erosion, Earth Movement, sea, high water, high tide, Storm Surge, tidal wave, or Flood;*
   (c) *an Event that is claimable under **Section 1**;*
   (d) *chipping, scratching or discolouration of painted, polished or finished surfaces;*
   (e) *the deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving that had not previously penetrated completely through the entire thickness of the material of the Insured Item, notwithstanding that repair or renewal of the part affected may be necessary either immediately or at some future time, except where caused by Insured Damage and You did not know or should not reasonably have known of the pre-existing condition;*

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(f) *the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions or ordinary use;*

(g) *the tightening of loose parts, recalibration or adjustments;*

(h) *the carrying out of tests involving abnormal stresses or the intentional overloading of any Insured Item.*

2. *Damage to:*

(a) *glass, porcelain or ceramic components;*

(b) *defective tube joints or other defective joints or seams;*

(c) *any valve fitting, shaft seal, gland packing joint or connection except where caused directly by Insured Damage;*

(d) *foundations, brickwork, and refractory materials forming part of an Insured Item;*

(e) *television, video or audio equipment other than security system equipment;*

(f) *expendable items such as electrical and electronic glass bulbs, tubes, lamps and x-ray tubes;*

(g) *electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, microprocessor and/or controller units, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;*

(h) *computers, telecommunication transmitting and receiving equipment, Electronic Data processing equipment, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, stationery and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating electrical wiring, water and gas piping and all other plant and equipment not owned by You;*

(i) *plant that has been hired or is on loan unless We specifically agree in writing.*

3. *Consequential loss of any kind other than that which is specifically stated. This means We don't cover You for anything not expressly described in the cover sections of this Policy. Some examples of what We won't pay for include loss of use or Depreciation.*
4. *Damage caused by the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.*
5. *Damage occurring during installation or erection other than the dismantling, movement and re-erection for the purpose of cleaning, inspection, repair or installation in another position within the Situation.*
6. *Damage that is claimable from any manufacturer, supplier, engineer or other person under the provisions of any maintenance or warranty agreement.*
7. *Loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts.*
8. *The cost of converting refrigeration/air-conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas.*

Claims - basis of settlement

We will at Our option (acting reasonably) repair or replace the Insured Item or pay for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Insured Damage.

We will not make any deduction for Depreciation in respect of parts replaced.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

Special conditions

1. **Excess**

   Whenever an Excess is shown on the Schedule, You have to pay or contribute the stated amount for each loss arising out of or consequent upon that Event.

2. **Professional fees**

   We will pay up to $10,000 for the reasonable cost of professional fees and other expenses You necessarily incur with Our prior written consent in the preparation of a claim under **Section 7**.

Special definitions

The words listed below have been given a specific meaning and these specific meanings apply to **Section 7** when the words begin with a capital letter.

Insured Damage

means sudden and accidental physical Loss or Damage to the Insured Item that occurs during the Period of Insurance and requires repair or replacement to allow continuation of use.

Insured Item

means:

(a) lifts, elevators, escalators and inclinators provided they are subject to a current comprehensive maintenance agreement;

(b) all other electrical, electronic and mechanical machinery, boilers and pressure vessels and similar plant;

providing they form part of Your Insured Property or its services.

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Section 8 - Catastrophe insurance

What We cover

Section 8 - Part A

1. We will pay up to the Sum Insured shown on the Schedule for **Section 8**, against the unforseen increase in the cost of Replacement of Your Insured Property if it is destroyed, or We declare it a constructive total loss, following a loss that occurs during the Period of Insurance:
   (a) due to the happening of a Catastrophe; or
   (b) other Event that occurs not later than sixty (60) days after a Catastrophe, provided Your Insured Property has been continuously insured with Us for that period;
   and
   (c) the Event giving rise to the loss is admitted as a claim under **Section 1**.

Section 8 - Part B

Cover for Events 1) to 4) of **Part B** applies to You and Lot Owners and are included in addition to the Sum Insured for **Section 8**.

1. Rent

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Lot or Common Area We will pay the Rent You lose or would have lost if Your Lot or Common Area is damaged and made unfit to be occupied for its intended purpose:

(a) due to the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We cover'; and
(b) the Loss or Damage to Your Insured Property is admitted as a claim under **Section 1**.

We will pay from the time indemnity provided under Event 1) a) of **Part B** of **Section 1** is expended until the time Your Lot or Common Area is relet following completion of rebuilding, repairs or replacement provided You demonstrate You have taken all reasonable actions to obtain a new Tenant.

2. Temporary accommodation

When You occupy Your Lot We will pay the reasonable cost of Temporary Accommodation You necessarily incur, including any unforseen increase in the cost of rental of a residential Lot or similar type accommodation of substantially the same size, containing similar facilities and in an equivalent suburban environment as Your damaged Lot if Your Lot is damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We cover'; and
- the Loss or Damage to Your Insured Property is admitted as a claim under **Section 1**.

We will pay from the time indemnity provided under Event 1) b) of **Part B** of **Section 1** is expended until the time You reoccupy Your Lot following completion of rebuilding, repairs or replacement.

3. Removal, storage

We will pay for the costs You necessarily incur in:

(a) removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;
(b) storing the undamaged portion at that place or an equivalent alternate place;
(c) returning the undamaged portion to Your Situation when occupancy of Your Insured Property is permitted;
(d) insuring Your undamaged Insured Property during such removal, storage and return.

We will pay if the Loss or Damage to Your Insured Property is due to:

- the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We cover'; and
- is admitted as a claim under **Section 1**.

The amount We pay will be reduced by any amount payable for such costs under **Section 1**.

4. Evacuation costs

When You occupy Your Lot for residential purposes We will pay Evacuation Costs necessarily incurred by You, or any person or persons permanently residing with You at the time immediately prior to such a happening, following an order issued by a Public or Statutory Authority or Body, entity or person so empowered by law, to evacuate Your Lot:

(a) due to the happening of a Catastrophe; and
(b) the Loss or Damage to Your Lot is admitted as a claim under **Section 1**.

Any Evacuation Costs so payable will be reduced by any amount paid or payable by way of compensation by any Public or Statutory Authority.

The total amount We will pay under Events 1 to 4 of **Part B** arising out of any Event claimable under **Section 8** is limited to twenty percent (20%) of the Sum Insured for **Section 8** or such other percentage as We may agree in writing.

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Claims - basis of settlement

The basis upon which the amount payable as the unexpected increase in the cost of Replacement is to be calculated as the difference between:

(a) the actual cost necessarily incurred to rebuild, repair or replace Your Insured Property following a Catastrophe, or other Event referred to in Clause 1 b of 'What We cover'; and

(b) the greater of either:

(i) the cost that would have applied to rebuild, repair or replace Your Insured Property in terms of **Section 1** immediately prior to the Catastrophe; or

(ii) the Sum Insured in force under **Section 1** at the time of the Catastrophe, or other Event referred to in Clause 1b of 'What We cover'.

Special provisions

1. No payment will be made under **Section 8** until such time as the greater amount determined in accordance with the provisions of **Clause b)** of 'Claims – basis of settlement' (above) has been fully expended in Replacement of Your Insured Property.
2. In certifying the cost of Replacement of Your Insured Property at the time immediately prior to a happening giving rise to a claim under **Section 8** the Qualified Valuer, Loss Adjuster or other suitably qualified person will use as the basis of certification:
   (a) the accepted building industry cost standards or recognised cost of materials guide in force on the day immediately prior to the happening of the Catastrophe or a day as close as practicable thereto;
   (b) any extra cost necessarily incurred to comply with any Public or Statutory Authority requirements but will not include any cost that would have been incurred in complying with orders issued prior to the happening of Loss or Damage;
   (c) architects fees, surveyors' fees and any other professional fees;
   (d) legal fees necessarily incurred in making submissions or applications to any Public or Statutory Authority, Builders Licensing Board, or Land and Environment Courts;
   (e) fees, contributions or imposts required to be paid to any Public or Statutory Authority to obtain their authority to rebuild, repair or replace Your Insured Property.
3. Any differences relating to the cost of Replacement at the time immediately prior to a happening giving rise to a claim under **Section 8** may by agreement between Us be referred to the President of the Australian Property Institute Inc. who will appoint a registered and qualified valuer whose decision will, if we both so agree, be binding and who will at the same time decide as to payment of the costs of such referral.

Special conditions

Terms and conditions

Section 8 is subject to the same terms, conditions and exclusions as **Section 1** and General Exclusions except as they may be expressly varied herein.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 8** when they begin with a capital letter.

Catastrophe

means an Event that is sudden and widespread and which causes substantial damage to property over a large area, and as a result of which the Insurance Council of Australia issues a catastrophe code.

Evacuation Costs

means costs necessarily incurred for road, rail, air or sea transport to the designated place of evacuation and returning to Your Situation from the place of evacuation to resume permanent residency.

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Section 9 - Government audit costs and legal expenses

Section 9 - Part A: Government audit costs

What We cover

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

1. We will pay up to the Sum Insured shown on the Schedule for **Section 9 - Part A** for Professional Fees You reasonably incur with Our written consent in connection with an Audit first notified to You verbally or in writing during the Period of Insurance.

   We will not pay more than the Sum Insured for:

   (a) any Audit first notified to You during the Period of Insurance including any such Audit notified but not finalised until a subsequent Period of Insurance;

   (b) all Audits notified to You in any one Period of Insurance.

2. We will pay up to $1,000 in any one Period of Insurance for Professional Fees You reasonably incur with Our written consent in connection with a Record Keeping Audit.



Exclusions - what We do not cover

1. *We will not pay for Professional Fees:*

   (a) *if prior to the commencement of the Period of Insurance You, or any person acting on Your behalf:*

      (i) *received any notice of a proposed Audit;*

      (ii) *had information that an Audit was likely to take place;*

      (iii) *had information that would indicate to a reasonable person that an Audit was likely to take place.*

   (b) *if a return, or a document required to be lodged in relation to an Audit, has not been lodged:*

      (i) *at all;*

      (ii) *properly;*

      (iii) *by the due date.*

   (c) *for any Audit that is conducted specifically for the purposes of determining if a fine, penalty or prosecution should be imposed in connection with:*

      (i) *any act or omission by You; or*

      (ii) *any failure, act or omission arising from or in connection with Your statutory obligations.*

   (d) *charged by someone other than a Professional Adviser unless We have given Our prior written consent.*

   (e) *relating to the Audit of Your taxation and financial affairs unless the return is first lodged:*

      (i) *during the Period of Insurance; or*

      (ii) *not more than twelve (12) months prior to the original inception date of **Section 9**;*

      or relates to a return for a financial year not more than three (3) years prior to the date You receive notification of an Audit.

   (f) *relating to an Audit if You fail to comply with any requirement or obligation imposed upon You by any relevant legislation if a return in relation to the Audit was not prepared or reviewed by Your Professional Adviser prior to dispatch.*

   (g) *to the extent We are prejudiced by You breaching any conditions in this Policy, including if you fail to take reasonable steps to comply with any requirement imposed by any relevant legislation or fail to do what You must do if You intend to make a claim or You make a claim.*

2. *We will not under any circumstances pay for the cost of:*

   (a) *any fines, penalties, interest or adjustment of tax, additional tax, duty, government impost or similar charges.*

   (b) *any review pertaining to You maintaining any industry status, licence, membership or compliance with any employee related legislation or regulations.*

   (c) *the gathering of data or information by any government, statutory body, authority or agency that is not directly part of an Audit.*

Special conditions

1. You must:

   (a) make all efforts to comply with the relevant legislation, procedures and guidelines issued by the Australian Taxation Office, or Commonwealth, State or Territory Department, Statutory Body or Agency in relation to the maintenance of records, books and documents;

   (b) lodge taxation and other statutory returns within the prescribed time limits or if an extension is granted within the further period granted;

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(c) upon becoming notified of an Audit or impending Audit promptly inform Strata Community Insurance by telephone, in writing or in person.

(d) obtain Strata Community Insurance's written approval before engaging a Professional Adviser, other than Your accountant, and notify them of all Professional Fees Your accountant proposes to charge. Please contact Us to confirm approval for these costs.

2. An Audit commences:

(a) at the time You first receive notice that an Auditor proposes to conduct an Audit; and

(b) is completed when:

(i) the Auditor has given written notice to that effect; or

(ii) the Auditor notifies You that it has made a Final Decision of a Designated Liability; or

(iii) when the Auditor has issued an assessment or amended assessment of a Designated Liability

Section 9 - Part B: Appeal expenses - health and safety breaches

What We cover

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

We will pay up to the Sum Insured shown on the Schedule for **Section 9 - Part B** for Appeal Expenses You necessarily incur with Our consent in appealing against:

(a) an improvement or prohibition notice issued to You under any workplace, occupational health, safety or similar legislation applying where Your Insured Property is situated; or

(b) a determination made against You by a review committee, arbitrator, tribunal or Court under any workplace occupational health, safety or similar legislation applying where Your Insured Property is situated.

We will *not pay:*

i. *unless any such notice or determination is first made or first brought against You during the Period of Insurance and You report it to Us during that same period;*

ii. *more than the Sum Insured for **Part B** for:*

- *any notice or determination first made or first brought against You during the Period of Insurance including any such notice or determination not finalised until a subsequent Period of Insurance;*
- *all notices and determinations first notified or made in any one Period of Insurance.*

The improvement or prohibition notice must arise out of Your failure to provide and maintain so far as is reasonably practicable:

- a safe working environment;
- a safe system of work;
- plant and substances in a safe condition;
- adequate facilities of a prescribed kind for the welfare of Your employees.

Section 9 - Part C: Legal defence expenses

What We cover

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

We will pay up to the Sum Insured shown on the Schedule for **Section 9 - Part C** for Legal Defence Expenses You necessarily incur with Our written consent in connection with litigation arising out of a claim first made or first brought against You:

(a) in connection with the conduct of Your ordinary Business and affairs;

(b) under the *Competition and Consumer Act 2010* or under any other Consumer Protection Legislation;

(c) arising out of any dispute with an employee, former employee or prospective employee:

(i) concerning the terms and conditions of their contract of employment or alleged contract of employment with You;

(ii) leading to civil or criminal proceedings under any Race Relations, Sexual Discrimination or any other Australian anti-discrimination Legislation.

Legal Defence Expenses associated with any appeal which We consent to or which We bring under Special Condition 1 are included in the Sum Insured for **Part C** for the Period of Insurance in which the claim under appeal was first made or brought against You.

We will *not pay:*

(a) *unless:*

(i) *any such claim is first made or first brought against You during the Period of Insurance;*

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(ii) *You report it to Us during the Period of Insurance;*

(iii) *We agree there are reasonable grounds for the defence of any such claim.*

(b) *more than the Sum Insured for **Part C** for:*

(i) *any claim first made or first brought against You during the Period of Insurance including any such claim not finalised, or appeal not brought or finalised, until after the Period of Insurance has expired;*

(ii) *all claims first made or first brought against You in any one Period of Insurance and any appeals in relation to those claims.*

Excess and Contribution

For each and every claim made or brought against You, You must pay:

(a) by way of Excess - the amount shown on the Schedule; plus

(b) by way of Contribution - the percentage shown on the Schedule.

Examples based on a Sum Insured of $50,000:	*(1)*	*(2)*	*(3)*
Cost of Legal Defence Expenses	*$20,000*	*$50,000*	*$80,000*
less Your Excess (e.g. $10,000)	*$10,000*	*$10,000*	*$10,000*
Net fees after the deduction of the Excess	*$10,000*	*$40,000*	*$70,000*
less Your Contribution (e.g. 10% of the net fees)	*$1,000*	*$4,000*	*$7,000*
*Amount claimable (*Sum Insured limit)*	*$9,000*	*$36,000*	*$*50,000*

***Exclusions** - what We do not cover under Part C*

1. *We will not pay Legal Defence Expenses for any claim:*

(a) *that You have defended without Our written consent;*

(b) *that You have defended contrary to or in a different manner from that advised by the Appointed Representative, to the extent that any additional Legal Defence Expenses are incurred as a result;*

(c) *arising from an act, omission, liability or Event for which indemnity is otherwise provided under the terms and conditions of **Section 2** (Liability to others) and **Section 6** (Office Bearers Liability) or would have been provided if **Section 2** and **Section 6** had been selected by You and shown on the Schedule;*

(d) *arising from circumstances that You knew of prior to the inception of **Section 9**, or that a reasonable person in the circumstances could be expected to know, to be circumstances that may give rise to a claim against You;*

(e) *arising from a deliberate act, including a deliberate act of fraud or dishonesty, on Your part if a judgment or other final adjudication adverse to You establishes that such act was committed or attempted by You with actual dishonest purpose or intent and was material to the cause of action so adjudicated;*

(f) *between You and Us including Our Directors, employees or servants;*

(g) *that involves a conflict of duty or interest of Yours;*

(h) *made or threatened or in any way intimated on or before the inception date shown on the Schedule, except as otherwise provided by Special Condition 4;*

2. *We will not pay for:*

(a) *the cost of litigation or proceedings initiated by You;*

(b) *the payment of any compensation or damages of any kind and*

(c) *Legal Defence Expenses associated with any appeal unless the claim under appeal was first made or brought against You during the Period of Insurance.*

Special conditions that apply to Part C

1. Appeal procedure

If You are dissatisfied with any decision made by a Court or Tribunal and wish to appeal against that decision, You must:

(a) make a further written application to Us for Our written consent at least five (5) clear business days prior to the expiry of the time for instituting an appeal; or

(b) if the time allowed by law to appeal is less than five (5) clear business days, You must advise Us as soon as practicable.

Your application or advice must state the reasons, as fully as possible, for making an appeal.

If We are dissatisfied with any decision made by a Court or Tribunal and wish to appeal that decision You must reasonably co-operate with Us in the bringing of such an appeal. In this event We will pay all costs involved.

2. Bill of costs

You must forward Us all bills of costs or other

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communications relating to fees and expenses as soon as practicable after receipt by You. If requested by Us, You will instruct the Appointed Representative to submit the bill of costs for taxation or adjudication by any relevant professional body, Court or Tribunal.

You must not without Our written approval enter into any agreement with the Appointed Representative as to the level of fees and expenses to be charged. Further You must not represent to the Appointed Representative that all fees and expenses charged to Your account are insured by this Policy.

3. **Consent**

We will not be liable to indemnify You unless You have first obtained Our specific written consent to incur Legal Defence Expenses in the defence of any claim made or brought against You. Please contact Us to confirm consent to these Legal Defence Expenses. The granting of any such consent will not be unreasonably withheld.

4. **Information to be given to the appointed representative**

You will at all times and at Your own expense give to the Appointed Representative all such information and assistance as reasonably required. You will take reasonable steps to ensure that You give a complete and truthful account of the facts of the case, supply all documentary and other evidence in Your possession relating to the claim, obtain and sign all documents required to be obtained and signed and attend any meetings or conferences when requested.

5. **Jurisdiction**

Any dispute arising out of or under this Policy will be subject to determination by any Court of Competent Jurisdiction within Australia according to the law applicable to that Jurisdiction.

6. **Nomination of appointed representative**

You may request Us to nominate a solicitor to act as Your Appointed Representative or if You elect to nominate Your own solicitor to act as the Appointed Representative, You must submit the name and address of that solicitor to Us. We may accept or refuse such nomination and We cannot unreasonably withhold Our consent.

If agreement cannot be reached on the appointment the President of the Law Society within Your State will be requested to nominate an Appointed Representative. During this period We will be entitled but not bound to instruct an Appointed Representative on Your behalf if We consider it necessary to do so to safeguard Your immediate interests.

In all cases the Appointed Representative will be appointed in Your name and will act on Your behalf.

7. **Offer of settlement**

You must inform Us as soon as reasonably possible if You receive an offer to settle a claim. If You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay.

If such offer of settlement is, in Our judgment, considered to be fair and reasonable and You withhold Your agreement to such a settlement and elect to continue legal proceedings Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such settlement offer.

Further if You refuse a recommendation by the Appointed Representative to settle a claim and elect to continue legal proceedings, Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such refusal.

8. **Our access to the appointed representative**

You will do all things reasonably necessary to allow Us to obtain from the Appointed Representative any information, report documents or advice relating to the claim. However You will not be prejudiced if the Appointed Representative refuses to make such information, report documentation or advice available to Us on the grounds that to do so might prejudice Your interests in any litigation that is involved or may be commenced.

9. **Recovery of legal defence expenses**

If You are awarded costs, You must take all reasonable steps to recover such fees and expenses for which You are indemnified by **Part C**. All such fees and expenses actually recovered will be taken into account when calculating Our liability.

10. **Reporting and notice**

A specific claim will be considered to have been first reported to Us at the time You first give written notice to Us of the receipt of written or oral notice from any party or entity that it is the intention of such party or entity to hold You responsible for a civil or criminal act.

11. **Subrogation**

In the event of a payment under **Part C** to You or on Your behalf We will, subject to the *Insurance Contracts Act 1984* (Cth), be subrogated to all Your rights of recovery of Legal Defence Expenses against all persons or organisations and You will take reasonable steps to execute and deliver instruments and papers and to do all that is necessary to assist Us in the exercise of such rights.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 9** when they begin with a capital letter.

Appeal Expenses

means legal costs, professional costs and other disbursements necessarily and reasonably incurred with Our consent in connection with a claim brought against You.

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Appointed Representative

means a solicitor, barrister, assessor, consultant, investigator or other appropriately qualified person instructed to act on Your behalf in connection with any claim with respect to which Legal Defence Expenses are payable under **Section 9**.

Audit

means an audit or investigation of Your taxation and financial affairs by the Australian Taxation Office, or by a Commonwealth, State or Territory Department, Statutory Body or Agency in relation to and following the lodgement of Your return(s), including but not limited to Business Activity Statement (BAS), Capital Gains Tax, Fringe Benefits Tax, Income Tax, Prescribed Payment and Group Tax Returns, Payroll Tax, Stamp Duty, Compliance with *Superannuation Industry Supervision Act 1993* and Workers Compensation Returns.

Auditor

means an officer who is authorised under Commonwealth, State or Territory legislation to carry out an Audit of Your taxation or financial affairs.

Business

means the ownership of Your Common Area and Insured Property unless You otherwise advise Us and We agree to such inclusion in writing.

Contribution

means the proportion of Legal Expenses incurred above the Excess which is payable by You.

Designated Liability

means Your obligation to pay an amount under Commonwealth, State or Territory Legislation.

Final Decision

means a written notification of the Auditors' completed views in connection with a Designated Liability and includes any written statement that is intended by the Auditor to be its findings or the basis upon which it proposes to act in connection with a Designated Liability.

Legal Defence Expenses

means:

(a) fees, expenses and other disbursements necessarily and reasonably incurred by an Appointed Representative in connection with any claim brought against You including costs and expenses of expert witnesses as well as those incurred by Us in connection with any such claim;

(b) legal fees, expenses and other disbursements reasonably and necessarily incurred in appealing or resisting an appeal from the judgment or determination of a Court, Arbitrator or Tribunal.

Professional Adviser

means:

(a) an accountant who is a member of a nationally recognised accounting body, registered tax agent or tax consultant;

(b) any other professional person or consultant engaged by or at the recommendation of the accountant with Our prior written approval, but does not mean You or any person working for You under a contract of employment.

Professional Fees

means the reasonable and necessary fees, costs and disbursements incurred in connection with an Audit that would be payable by You to Your Professional Adviser for work undertaken in connection with an Audit, but does not mean or include fees, costs and disbursements that:

(a) form part of an annual or fixed fee or cost arrangement; or

(b) relate to any subsequent objection or appeal or request for review in respect of the Audit, or any assessment, amended assessment or Final Decision of the Auditor; or

(c) were rendered by a third party in relation to which Our written consent was not obtained before those fees were incurred; or

(d) relate to or are associated with the preparation of any accounts, financial statements or documents or to any attendance or service that would have been or would or should ordinarily or prudently have been prepared prior to or at the time that the lodgement of any return or document was required to be lodged in connection with a Designated Liability.

Record Keeping Audit

means any enquiry or investigation, other than an Audit, to determine the extent of Your compliance with the record keeping requirements of relevant legislation that You have to comply with.

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Section 10 - Lot Owners' Fixtures and Improvements

What We cover

When You have exhausted Your Sum Insured under **Part A** of **Section 1** We will pay up to the amount shown in the Schedule for **Section 10** any one Lot for:

(a) Loss or Damage to Lot Owners' Fixtures and Improvements caused by an Event claimable under **Section 1**; and

(b) which occurs during the Period of Insurance.

The total amount We will pay under **Section 10** arising out of any one Event that is admitted as a claim is limited to ten percent (10%) of the Sum Insured for **Section 1** or such other percentage as We may agree in writing.

Section 10 is subject to the same terms, conditions and exclusions as **Section 1** and General Exclusions except as they may be expressly varied herein.

Claims - basis of settlement

If Lot Owners' Fixtures and Improvements are lost or damaged, We may choose (acting reasonably) to either replace, repair or pay the amount it would cost to replace or repair.

The amount We pay under **Section 10** will be the cost of Replacement at the time of Replacement subject to the following provisions:

(a) The necessary work of replacing or repairing must be commenced and carried out without unreasonable delay (provided that You will not be responsible for any delay caused by Us);

(b) If You cause unreasonable delays in commencing or carrying out Replacement or repair, We will not pay any extra costs that result from that delay;

(c) Where materials used in the original construction are not readily available We will use the nearest equivalent available;

(d) When We wish to replace or repair and You do not want this to occur We will only pay Indemnity Value.



We will not pay for the cost to:

(i) *replace undamaged Lot Owners' Fixtures and Improvements;*

(ii) *replace or repair illegal installations.*

Special definition

The words listed below have been given a specific meaning and apply to **Section 10** when they begin with a capital letter.

Lot Owners' Fixtures and Improvements

means any fixture or structural improvement, other than Floating Floors, installed by a Lot Owner for their exclusive use and which is permanently attached to or fixed to Your Building so as to become legally part of it, including any improvements made to an existing fixture or structure.

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Section 11 - Loss of Lot market value

What We cover

If during the Period of Insurance Your Insured Property suffers Loss by an Event claimable under **Section 1** and permission to rebuild is limited or restricted under an Ordinance or Regulation issued by a Public or Statutory Authority We will if the Loss results in:

(a) a total loss or constructive total loss of Your Insured Property and Your Strata Community Title and all Lot Titles are terminated; or

(b) a partial loss resulting in some but not all Lot Titles being terminated;

pay You the difference between:

(i) the Market Value of the Lot(s) immediately prior to the happening of Loss;

and

(ii) the amount calculated on the percentage that the Lot(s) entitlement bears to the total Strata Community entitlement in respect of:

- the Sum Insured for **Section 1** on the basis of Agreed Value; and
- the Market Value of the Strata Community land following Loss.

The total amount We will pay for all Lots shall not exceed the Sum Insured shown on the Schedule for **Section 11**.

Example 1 – All Lots titles are terminated:

Market Value of all Lots prior to loss occurring	*$10,000,000*
*less Sum Insured payout under **Section 1***	*$7,000,000*
less sale/value of land	*$2,000,000*
net loss of Market Value	*$1,000,000*
*Amount recoverable if the Sum Insured under **Section 11** is:*	
a) $1,000,000 or greater	*$1,000,000*
b) $500,000	*$500,000*

Example 2 – One Lot title is terminated:

Market Value of the individual Lots prior to loss occurring	*$1,000,000*
*less Lot entitlement to **Section 1***	*$700,000*
less Lot entitlement to sale/value of land	*$200,000*
net loss of Market Value	*$100,000*
*Amount recoverable if the Sum Insured under **Section 11** is:*	
a) $1,000,000 or greater	*$100,000*
b) $500,000	*$100,000*

Special conditions

1. Following Loss no payment will be made under **Section 11** until such time as all or specific Lot Titles have been terminated and a valuation has been provided to Us detailing:
   (i) the Market Value of Lots where Title has been terminated at the time immediately prior to Loss; and
   (ii) the Market Value of Your land after Loss.

   These valuations must be certified by a specialist valuer who is registered and qualified to carry out such valuations in accordance with accepted valuation practices of the Australian Property Institute Inc.
2. Any differences relating to such valuations may by agreement between us be referred to the President of either the Australian Property Institute Inc. who will appoint a registered and qualified valuer whose decision will, if we both so agree, be final and binding and who will at the same time decide as to payment of the costs of such referral.

Special definitions

Market Value

means the price reasonably obtainable for property in the general market.

Title

means a certificate or instrument issued by the Registrar or Registrar-General in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property and Common Area is situated that evidences the ownership of:

(a) Your land and/or common property, and

(b) each Lot forming part thereof.

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COMMUNITY ASSOCIATION

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Tel: 8397 4000 | admin@saform1.com.au

PROPERTY INTEREST REPORT

Annexure to Form 1 – Vendor's Statement

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Property Interest Report

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

Title Reference	CT 5050/535	**Reference No.** 2610268
Registered Proprietors	T G*STEFANATOS	**Prepared** 30/09/2024 16:29
Address of Property	Unit 3, 6 WEST TERRACE, 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 1966* (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 also DEW 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 also DEW 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	The regional landscape board has no record of any notice affecting this title

Act

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

Code Amendment

Residential Driveway Crossovers –draft design standard aiming to improve public safety and enhance streetscapes across SA. Minor changes to the Planning and Design Code have also been drafted to complement the design standard and support its delivery and are open for consultation as part of this process. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.

Code Amendment

Statewide Bushfire Hazards Overlay - aims to review the current policy framework (spatial layers and policy content) of the six Hazard (Bushfire Risk) Overlays as well as explore other planning instruments and mechanisms to assist in mitigating bushfire hazard impacts. Please note that this Code Amendment only applies to a portion of some council areas. To understand if your property is affected, please check the bushfire hazard map at https://plus.geodata.sa.gov.au/bushfire/index.html. For more information, please visit https://plan.sa.gov.au/have_your_say/ or contact PlanSA via email (PlanSA@sa.gov.au) or telephone (1800 752 664).

Code Amendment

Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment - The Chief Executive of the Department for Trade and Investment has initiated the Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment to review the definitions for 'ancillary accommodation' and 'student accommodation'. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800752664.

Code Amendment

Future Living - seeks to enhance housing diversity by providing housing options for smaller household types, and responding to the ageing demographics of the state's population by providing greater opportunities for ageing in place. For more information, visit the Code Amendments webpage on the SA Planning Portal https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800752664.

Code Amendment

		Glenside Urban Corridor (Living) – seeks to increase the maximum building height Technical and Numeric Variation (TNV) in the Glenside Development, from 8 levels to 20 levels. The broader Glenside Development, located on the corner of Fullarton and Greenhill Roads, will accommodate approximately 1000 townhouses and apartments. The proposed maximum height increase will support the development of gateway buildings, For more information, visit the Code Amendments webpage on the SA Planning Portal https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800752664.
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)*	The Dog Fence Board has no current interest in Dog Fence rates relating to this title.
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.

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LAND SERVICES SA

Product	Check Search
Date/Time	30/09/2024 04:29PM
Customer Reference	24381
Order ID	20240930009999

Certificate of Title

Title Reference: CT 5050/535

Status: CURRENT

Edition: 6

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

Copyright: www.landservices.com.au/copyright | Privacy: www.landservices.com.au/privacy | Terms of Use: www.landservices.com.au/sailis-terms-of-use

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LAND SERVICES SA

Product	Title and Valuation Package
Date/Time	30/09/2024 04:29PM
Customer Reference	24381
Order ID	20240930009999

Certificate of Title

Title Reference	CT 5050/535
Status	CURRENT
Easement	NO
Owner Number	1279141*
Address for Notices	9 GREENWOOD GR URRBRAE, SA 5064
Area	NOT AVAILABLE

Estate Type

Fee Simple (Unit)

Registered Proprietor

THEOHARIS GEORGE STEFANATOS
OF 9 GREENWOOD GROVE URRBRAE SA 5064

Description of Land

UNIT 3 STRATA PLAN 892
IN THE AREA NAMED KENSINGTON GARDENS
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 12724839
Dealing Date	05/05/2017
Sale Price	$340,000
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	12724840	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1843262003	CURRENT	Unit 3, 6 WEST TERRACE, KENSINGTON GARDENS, SA 5068

Notations

Dealings Affecting Title

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NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1843262003
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/1973
Property Location	Unit 3, 6 WEST TERRACE, KENSINGTON GARDENS, SA 5068
Local Government	BURNSIDE
Owner Names	THEOHARIS GEORGE STEFANATOS
Owner Number	1279141*
Address for Notices	9 GREENWOOD GR URRBRAE, SA 5064
Zone / Subzone	SN - Suburban Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1310 - Ground Floor Home Unit Only
Description	4H/UNIT G
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
S892 UNIT 3	CT 5050/535

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$400,000	$450,000			
Previous	$365,000	$410,000			

Building Details

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Valuation Number	1843262003
Building Style	Colonial
Year Built	1972
Building Condition	Good
Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	90 sqm
Number of Main Rooms	4

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

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LAND SERVICES SA

Product	Historical Search
Date/Time	30/09/2024 04:29PM
Customer Reference	24381
Order ID	20240930009999

Certificate of Title

Title Reference: CT 5050/535

Status: CURRENT

Parent Title(s): CT 3899/53

Dealing(s) Creating Title: CONVERTED TITLE

Title Issued: 28/10/1991

Edition: 6

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
08/05/2017	24/05/2017	12724840	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)
08/05/2017	24/05/2017	12724839	TRANSFER	REGISTERED	THEOHARIS GEORGE STEFANATOS
08/05/2017	24/05/2017	12724838	DISCHARGE OF MORTGAGE	REGISTERED	12153171
24/06/2014	16/07/2014	12153171	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA
24/06/2014	16/07/2014	12153170	DISCHARGE OF MORTGAGE	REGISTERED	11538430
18/02/2011	01/03/2011	11538430	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION
18/02/2011	01/03/2011	11538429	TRANSFER	REGISTERED	KATHLEEN THERESE TURNER
18/02/2011	01/03/2011	11538428	DISCHARGE OF MORTGAGE	REGISTERED	10721852
08/06/2007	06/07/2007	10721852	MORTGAGE	REGISTERED	ST.GEORGE BANK LTD. (ACN: 055 513 070)
08/06/2007	06/07/2007	10721851	TRANSFER	REGISTERED	NATALIE CHERIE BUSSENSCHUTT
13/05/1992	29/06/1992	7295737	DISCHARGE OF MORTGAGE	REGISTERED	7032503
19/12/1990	01/03/1991	7032503	MORTGAGE	REGISTERED	

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proudly associated with Critchley & Associates Conveyancers

1283 North East Road, Tea Tree Gully SA 5091
Tel: 8397 4000 | admin@saform1.com.au

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

Annexure to Form 1 – Vendor's Statement

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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: 2610268

DATE OF ISSUE
01/10/2024

CRITCHLEY & ASSOCIATES CONVEYANCERS
M H CRITCHLEY
POST OFFICE BOX 221
ST AGNES SA 5097

ENQUIRIES:
Tel: (08) 8226 3750
Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER
1279141*

OWNERSHIP NAME
T G STEFANATOS

PROPERTY DESCRIPTION
3 / 6 WEST TCE / KENSINGTON GARDENS SA 5068 / UNIT 3

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
1843262003	CT 5050/535	$450,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2024-2025

FIXED CHARGE	$	50.00
+ VARIABLE CHARGE	$	169.55
- REMISSION	$	104.40
- CONCESSION	$	0.00
+ ARREARS / - PAYMENTS	$	0.00
= AMOUNT PAYABLE	$	115.15

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 **30/12/2024**

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
1279141*

OWNERSHIP NAME
T G STEFANATOS

ASSESSMENT NUMBER
1843262003

AMOUNT PAYABLE
$115.15

AGENT NUMBER
100018841

AGENT NAME
CRITCHLEY & ASSOCIATES CONVEYANCERS

EXPIRY DATE
30/12/2024

+80013481710022> +001571+ <0550337061> <0000011515> +444+

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: revsupport@sa.gov.au
Phone: (08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

www.revenuesaonline.sa.gov.au

OR

By Post to:

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

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CERTIFICATE OF LAND TAX PAYABLE

Annexure to Form 1 – Vendor's Statement

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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: 2610268

DATE OF ISSUE
01/10/2024

CRITCHLEY & ASSOCIATES CONVEYANCERS
M H CRITCHLEY
POST OFFICE BOX 221
ST AGNES SA 5097

ENQUIRIES:
Tel: (08) 8226 3750
Email: landtax@sa.gov.au

OWNERSHIP NAME
T G STEFANATOS

FINANCIAL YEAR
2024-2025

PROPERTY DESCRIPTION
3 / 6 WEST TCE / KENSINGTON GARDENS SA 5068 / UNIT 3

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
1843262003	CT 5050/535	$400,000.00	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 **30/12/2024**

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

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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:	revsupport@sa.gov.au
Phone:	(08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at: **OR** **By Post to:**

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

OFFICIAL: Sensitive

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Tel: 8397 4000 | admin@saform1.com.au

SA WATER CERTIFICATE OF CHARGES

Annexure to Form 1 – Vendor's Statement

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
18 43262 00 3	CT5050535	1/10/2024	167	2610268

CRITCHLEY & ASSOCIATES
PO BOX 221
ST AGNES SA 5097
admin@mhcritchley.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: T G STEFANATOS
Location: U3 6 WEST TCE KENSINGTON GARDENS UNIT 3
Description: 4H/UNIT G
Capital Value: $ 450 000
Rating: Residential

Periodic charges

Raised in current years to 30/9/2024

				$
		Arrears as at: 30/6/2024	:	0.00
Water main available:	1/7/1973	Water rates	:	78.60
Sewer main available:	1/7/1973	Sewer rates	:	86.95
		Water use	:	0.00
		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	:	165.55CR
		Balance outstanding	:	0.00

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

Next quarterly charges: Water supply: 78.60 Sewer: 86.95 Bill: 9/10/2024

This account has no meter of its own but is supplied from account no 18 43259 99 8.

The Water Use apportionment option is Nil.

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

SA Water

South Australian Water Corporation

Name:
T G STEFANATOS

Address:
U3 6 WEST TCE KENSINGTON GARDENS
UNIT 3

Water & Sewer Account
Acct. No.: 18 43262 00 3

Amount: _____

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1843262003

BPAY

Biller code: 8888
Ref: 1843262003

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: 1843262003

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Tel: 8397 4000 | admin@saform1.com.au

CITY OF BURNSIDE COUNCIL SEARCH

Annexure to Form 1 – Vendor's Statement

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City of Burnside

LOCAL GOVERNMENT SEARCH **Cert1391\24**

30/09/2024

Searchlight Technology Pty Ltd
Po Box 232
RUNDLE MALL SA 5000

Billing number: 643776 Valuer General No: 1843262003

Owner: Theoharis G Stefanatos
Property Address: 3/6 West Terrace KENSINGTON GARDENS SA 5068

Legal Description: UNIT 3 Sec 271 SP 892 Vol 5050 Fol 535

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 30/06/2024	1,047.40
Legal Fees	3.00
Rates for current financial year, which fall due on 01/07/2024 and payable as four instalments on or before 02/09/2024, 02/12/2024, 03/03/2025, 02/06/2025	1,085.60
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 2 of each month	20.95
Less Rate Capping Rebate	0.00
Less amount paid for current financial year	0.00
Balance of rates and other monies due and payable	$2,156.95

Arrears Overdue $1,071.35
Instalment/s Due:
Due 02/09/2024 $271.40
Due 02/12/2024 $271.40
Due 03/03/2025 $271.40
Due 02/06/2025 $271.40

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**

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Street Numbering

Please note Council's official street number for this property is **3/6 West Terrace 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: 643776

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**

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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.:	Cert1391\24	**Date of Issue:**	02/10/2024
Applicant:	Searchlight Technology Pty Ltd Po Box 232 RUNDLE MALL SA 5000	**CT No.:**	UNIT 3 Sec 271 SP 892 Vol 5050 Fol 535
Property:	3/6 West Terrace 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)	Z5707 (SN) Suburban Neighborhood 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

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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PlanSA

Data Extract for Section 7 search purposes

Valuation ID 1843262003

Data Extract Date: 02/10/2024

Parcel ID: S892 U3

Certificate Title: CT5050/535

Property Address: UNIT 3 6 WEST TCE KENSINGTON GARDENS SA 5068

Zones
Suburban Neighbourhood (SN)

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.

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

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PLANSA - REGULATED AND SIGNIFICANT TREE REFORMS

Annexure to Form 1 – Vendor's Statement

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Frequently Asked Questions



PlanSA

Regulated and Significant Tree Reforms

Q – How have the rules changed for regulated and significant trees?

A – The table below summarises the previous rules for regulated and significant trees and what has changed. These changes are effective on and from 16 May 2024:

	What it was	What it is now
Trunk size – (circumference)		
Regulated trees	2.0 metres	1.0 metres
Significant trees	3.0 metres	2.0 metres
Exemption distance (from dwelling or pool)		
Dwelling	10.0 metres	3.0 metres
Swimming pool	10.0 metres	3.0 metres
Canopy pruning		
Regulated trees	<30% (no time limit)	<30% (every 5 years)
Significant trees	<30% (no time limit)	<30% (every 5 years)
Fees for tree removal or offset (as at May 2024)		
Regulated trees	$326	$1,000
Significant trees	$489	$1,500

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Q – I have an existing development application or development authorisation. Will these changes apply to me?

A – An exemption to the new rules is available for relevant development applications lodged before 16 May 2024 or relevant development authorisations granted before 16 May 2024.

A relevant development application is one that has been formally lodged prior to 16 May 2024, either in the Development Assessment Portal (DAP) System or in person with the relevant authority and uploaded to the DAP system within 5 business days.

A relevant development authorisation (being either planning consent, building consent or land division consent) is one that has been issued by a relevant authority before 16 May 2024. In this case, a Decision Notification Form (DNF) would have been issued, noting the development authorisation(s) has been granted. All required consents and final development approval must still be issued before the approved development may proceed.

The exemption will apply for a period of 12 months, ending 16 May 2025. This means the exemption may expire before your development authorisation expires. The period of the exemption is not linked to or dependant on the operative date of a relevant development authorisation. An application to extend the operative date of your development authorisation will not also extend the exemption to the new tree rules.

Q – I have an existing development application or development authorisation, and I would like to remove a tree that is now regulated or significant. Will these changes apply to me?

A – If the exemption applies to an existing development application or authorisation (see above) and the tree damaging activity is carried out for the purposes of that development, the regulated and significant tree rules in place before 16 May 2024 will apply.

The activity should be reasonably required for the purpose of the relevant development. For example, if newly protected trees are located where building works are proposed to occur, these will be exempt under a development application lodged or development authorisation granted prior to 16 May 2024.

If removal or damage to the tree is not required for the purpose of the relevant development application or authorisation, then further approval will be required under the new tree rules for any tree damaging activity to a regulated or significant tree.

For relevant development applications, the exemption for removing a tree can only be relied on after a development authorisation has been granted for the proposed development. Removal or damage to a tree that would be regulated or significant under the new tree rules should not occur until a development authorisation is granted.

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Q – If I apply to vary my existing development authorisation, will the 12 month exemption still apply?

A – Where a variation to an existing development authorisation can be considered "minor in nature" for the purposes of Regulation 65 of the *Planning, Development and Infrastructure (General) Regulations 2017,* a new application is not required for the variation. In this case, the exemption to the new tree rules will still apply to any further development the subject of the variation.

Where the variation cannot be considered minor (and a new application is required), then the exemption will not apply to any tree-damaging activity required because of the variation. The relevant authority who assesses the variation application will determine whether the variation is "minor in nature" under Regulation 65.

Q – Are certain tree species still exempt from protections?

A – Yes, the list of exempt tree species has been relocated from the *Planning, Development and Infrastructure (General) Regulations 2017* to a Ministerial Notice published on the PlanSA portal.

Q – How will these changes be enforced?

A – Where tree-damaging activity to a regulated or significant tree occurs without development approval, this is an offence enforceable under the *Planning, Development and Infrastructure Act 2016* (the Act). The same enforcement powers apply under the Act as they did prior to 16 May 2024 regulated and significant tree reforms.

Enforcement will generally be undertaken by local councils, and may include a range of different enforcement actions or powers, including:

- civil enforcement proceedings to remedy any breach of the Act – these proceedings can be brought by any person (meaning use of this enforcement tool is not limited to planning authorities)
- an enforcement notice directing a person to take or refrain from certain action in order to remedy a breach of the Act
- a civil penalty applied as an alternative to criminal proceedings against a person who has or is alleged to have committed an offence under the Act
- a written undertaking by the person who has or is alleged to have committed an offence under the Act.

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Q – What other changes are occurring to protect more urban trees?

A – In addition to the changes to regulated and significant trees protections:

- Fees payable under the Urban Tree Canopy Offset Scheme will also increase, consistent with regulated and significant tree replacement fees. These fee increases will be:

	What it is now	What it will be
Fee for removal of regulated or significant tree (section 127(6))		
Regulated trees	$326	$1,000
Significant trees	$489	$1,500
Urban tree canopy offset fee (section 197)		
Small tree	$300	$500
Medium tree	$600	$1,000
Large tree	$1,200	$1,500

- In addition to these immediate changes, the Minister for Planning has also requested the State Planning Commission to undertake the following further work on urban tree policy:
  - prepare a design standard to provide minimum urban tree planting and maintenance requirements for public areas in greenfield developments
  - amend planning rules to also consider a tree's urban canopy contribution as part of assessing whether it can be removed
  - strengthen planning rules to support design innovation and flexibility to retain large trees
  - investigate ways to fast-track approvals for tree removal within 3 metres of a dwelling or swimming pool where offset fees are paid
  - extend urban tree canopy protections to greenfield developments in 'Master Planned Neighbourhood Zones' and townships
  - extend regulated and significant tree protections to townships, capturing urban areas beyond metropolitan Adelaide.
- Finally, the Government is investigating amendments to the *Local Government Act 1999* to insert new offence provisions for damaging trees in local parks and reserves.

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Q – What is the difference between regulated and significant tree controls and requirements under the Urban Tree Canopy Overlay?

A – The Urban Tree Canopy Overlay in the Planning and Design Code applies across most residential areas in Metropolitan Adelaide and requires planting trees as part of a new dwelling's approval. The Urban Tree Canopy Offset Scheme then applies in specific zones and areas where tree planting may not be feasible. In these locations only, the Scheme enables contribution into the Urban Tree Canopy Offset Fund instead of tree planting. Money received into the Fund can then be used to plant trees elsewhere.

Further information regarding the Urban Tree Canopy Offset Scheme can be found here: plan.sa.gov.au/our_planning_system/schemes/urban_tree_canopy_off-set_scheme

In comparison, the regulated and significant tree provisions operate to protect existing large trees. These protections apply where the Regulated and Significant Tree Overlay applies in the Code, which includes most of Metropolitan Adelaide.

Development approval is required before any tree-damaging activity can occur to a regulated or significant tree. If granted, any development approval to remove the tree must be subject to a condition requiring replacement trees to be planted. Alternatively, a relevant authority may allow payment into either a Council Tree Fund or the Planning and Development Fund (if no Council Tree Fund exists) instead of replacement planting.

Further information regarding regulated and significant tree protections can be found here: plan.sa.gov.au/our_planning_system/programs_and_initiatives/significant_and_regulated_trees