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Tuckfield Agent Solutions Pty Ltd T/A Tuckfield Agent Solutions
31 Lansdowne Terrace VALE PARK SA 5081
Tel: 08 8344 3448 Fax: 08 8344 1551 Agent No: N/A
Email: info@tuckfields.com.au

FORM 1 - Vendor's Statement

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

Contents

Preliminary
Part A – Parties and land
Part B – Purchaser's cooling off rights and proceeding with the purchase
Part C – Statement with respect to required particulars
Part D – Certificate with respect to prescribed inquiries by registered agent ☑
Schedule

Preliminary

To the purchaser:

The purpose of a statement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the land to be acquired. If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

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

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

Instructions to the vendor for completing this statement:

☐ *means the Part, Division, particulars or item may not be applicable.*
If it is applicable, ensure the box is ticked and complete the Part, Division, particulars or item.
If it is not applicable, ensure the box is empty or strike out the Part, Division, particula rs 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 applica ble.*

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

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

PART A – PARTIES AND LAND

1 Purchaser: _____

Address: _____

2 Purchaser's registered agent: _____ ☐

Address: _____

3 Vendor: EMMA KATE OSBORNE

Address: UNIT 2/25 ARTHUR STREET, PAYNEHAM, SA 5070

4 Vendor's registered agent: KLEMICH REAL ESTATE PTY LTD ACN: 101 825 147 (RLA 174424) ☑

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 IN CERTIFICATE OF TITLE VOLUME 5017 FOLIO 401 BEING UNIT 2 IN STRATA PLAN 5398 IN THE AREA NAMED PAYNEHAM HUNDRED OF ADELAIDE AND MORE COMMONLY KNOWN AS 2/25 ARTHUR STREET, PAYNEHAM, SA 5070

PART B – PURCHASER'S COOLING-OFF RIGHTS AND PROCEEDING WITH THE PURCHASE

To the purchaser:
Right to cool-off (section 5)

1 – Right to cool-off and restrictions on that right
You may notify the vendor of your intention not to be bound by the contract for the sale of the land UNLESS–

(a) you purchased by auction; or
(b) you purchased on the same day as you, or some person on your behalf, bid at the auction of the land; or
(c) you have, before signing the contract, received independent advice from a legal practitioner and the legal practitioner has signed a certificate in the prescribed form as to the giving of that advice; or
(d) you are a body corporate and the land is not residential land; or
(e) the contract is made by the exercise of an option to purchase not less than 5 clear business days after the grant of the option and not less than 2 clear business days after service of this form; or
(f) the sale is by tender and the contract is made not less than 5 clear business days after the day fixed for the closing of tenders and not less than 2 clear business days after service of this form; or
(g) the contract also provides for the sale of a business that is not a small business.

2 – Time for service
The cooling-off notice must be served–

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

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

3 – Form of cooling-off notice
The cooling-off notice must be in writing and must be signed by you.

4 – Methods of service
The cooling-off notice must be–

(a) given to the vendor personally; or
(b) posted by registered post to the vendor at the following address:

UNIT 2/25 ARTHUR STREET, PAYNEHAM, SA 5070

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

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

GEORGIE@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; or
(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,~~

EMMA KATE OSBORNE

of

UNIT 2/25 ARTHUR STREET, PAYNEHAM, SA 5070

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: 27/5/2025 | 3:57 PM ACST Signed: Signed by: Emma Kate Osborne EBFEA47586E248F...

Date: _____ Signed: _____

PART D – CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT ☑
(section 9)

To the purchaser:

I,

TUCKFIELD CONVEYANCING P/L FOR AND ON BEHALF OF TUCKFIELD AGENT SOLUTIONS P/L

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: 27/05/2025 Signed: E Mellejo

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

SCHEDULE – DIVISION 1

PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND

(section 7(1)(b))

Note –

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

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

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

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

TABLE OF PARTICULARS

Column 1	Column 2	Column 3

[If an item is applicable, ensure that the box for the item is ticked and complete the item.]

[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE " or "N/A" in column 1. Alternatively, the item and any inapplicable heading may be omitted, <u>but not</u> in the case of–

(a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and

(b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and

(c) the heading "6. Repealed Act conditions" and item 6.1; and

(d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2,

which must be retained as part of this statement whether applicable or not.]

*[If an item is applicable, all particulars requested in column 2 must be set out in the item unless the Note preceding this table otherwise permits. Particulars requested in **bold type** must be set out in column 3 and all other particulars must be set out in column 2.]*

[If there is more than 1 mortgage, charge or prescribed encumbrance of a kind referred to in column 1, the particulars requested in column 2 must be set out for <u>each</u> such mortgage, charge or prescribed encumbrance.]

[If requested particulars are set out in the item and then continued on an attachment due to insufficient space, identify the attachment in the place provided in column 2. If <u>all</u> of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.]

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Column 1	Column 2	Column 3
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.]*	***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 VOLUME 5017 FOLIO 401 Number of mortgage (if registered): 14072687 Name of mortgagee: HSBC BANK AUSTRALIA LTD. (ACN: 006 434 162)	
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.]*	***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 P. 12/17 Description of land subject to easement: WHOLE OF THE LAND IN CERTIFICATE OF TITLE VOLUME 5017 FOLIO 401 Nature of easement: ELECTRICITY AND TELECOMMUNICATIONS INFRASTRUCTURE - BUILDING RESTRICTIONS AND STATUTORY EASEMENTS - REFER TO ATTACHMENT 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. The item and its heading must be included in the statement even if not applicable.]* N/A	***Is this item applicable?***	☐
	Will this be discharged or satisfied prior to or at settlement?	**YES/NO**
	Are there attachments?	**YES/NO**
	*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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Column 1	Column 2	Column 3
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.]*	***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):* N/A Names 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):	☐ **YES/NO** **YES/NO**

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.]*	***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):* N/A Condition(s) of authorisation:	☐ **YES/NO** **YES/NO**

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.]*	***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):* LOCAL GOVERNMENT AUTHORITY PRESCRIBED INFORMATION P. 2, 9-10/12 Nature of condition(s): REFER TO ATTACHMENT	☑ **NO** **YES**

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?*** ***Are there attachments?*** *If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* CERTIFICATE OF EMERGENCY SERVICES LEVY Date of notice: REFER TO ATTACHMENT Amount of levy payable: REFER TO ATTACHMENT	☑ **YES** **YES**

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Column 1		Column 2	Column 3
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.]*	***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):* LOCAL GOVERNMENT AUTHORITY PRESCRIBED INFORMATION PP. 3, (11-12 PLANSA DATA EXTRACT FOR SECTION 7 SEARCH PURPOSES)/12 AND PROPERTY INTEREST REPORT P. 8/17 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: GENERAL NEIGHBOURHOD (GN) OVERLAYS: REFER TO ATTACHMENT Is there a State heritage place on the land or is the land situated in a State heritage area? NO Is the land designated as a local heritage place? NO Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? NO Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? YES **Note-** For further information about the Planning and Design Code visit *www.code.plan.sa.gov.au*	☑ **NO** **YES**
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.]*	***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):* N/A Date of authorisation: Name of relevant authority that granted authorisation: Condition(s) of authorisation:	☐ **YES/NO** **YES/NO**

SCHEDULE – DIVISION 2

OTHER PARTICULARS

(section 7(1)(b))

Particulars relating to strata unit ☑

1 Name of strata corporation:
STRATA CORPORATION 5398 INCORPORATED
Address of strata corporation:
25 ARTHUR STREET, PAYNEHAM SA 5070

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 ATTACHMENT

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

(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 ATTACHMENT

(d) particulars of the unit entitlement of the unit:
1/3

[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:

---

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:
REFER TO ATTACHMENT

8 Further inquiries may be made to the secretary of the strata corporation or the appointed strata manager.
Name:
SUSAN BRENNAN OF WHITTLES MANAGEMENT SERVICES PTY LTD
Address:
176 FULLARTON ROAD DULWICH SA 5065

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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.

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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.

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

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.

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ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser acknowledges receipt of the following:

FORM 1 – STATEMENT UNDER SECTION 7 *(Land and Business (Sale and Conveyancing) Act 1994)*

the above being identified by pages numbered **1** to **11** inclusive, together with the following annexures and supporting documents (if any):

FORM R3: BUYERS INFORMATION NOTICE

CERTIFICATE OF TITLE VOLUME 5017 FOLIO 401

LOCAL GOVERNMENT AUTHORITY PRESCRIBED INFORMATION

PROPERTY INTEREST REPORT

CERTIFICATE OF EMERGENCY SERVICES LEVY

CERTIFICATE OF LAND TAX PAYABLE

CERTIFICATE OF WATER AND SEWER CHARGES

STATEMENT PURSUANT TO SECTION 41

STRATA PLAN 5398

SOUTH AUSTRALIAN METROPOLITAN FIRE SERVICE: HOME FIRE SAFETY INFORMATION

SIGNED BY THE PURCHASER:

Date: _____ Signed: _____

Date: _____ Signed: _____

The Purchaser:

1. acknowledges and consents to the parties and their representatives signing the Form 1 by digital and or electronic signatures under the *Electronic Communications Act* (SA);
2. by signing this Acknowledgement, signs for all Purchasers, and warrants authority to acknowledge the Form 1 for all Purchasers (if more than 1); and
3. is not required to sign a Form 1 for it to be validly served and acknowledges the signing provision above is included if the Agent serves the Form 1 in person and wants evidence of the Purchaser having been served. If the Form 1 is served electronically, the email is sufficient evidence of what has been served.

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FORM R3: BUYERS INFORMATION NOTICE

Annexure to Form 1 Statement

tuckfields
CONVEYANCING

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

Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17

Buyers information notice

Prescribed notice to be given to purchaser

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

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Enjoyment

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

Value

- Are there any **illegal or unapproved additions**, extensions or alterations to the buildings on the property?
- How **energy efficient** is the home, including appliances and lighting? What **energy sources** (e.g. 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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CERTIFICATE OF TITLE

Annexure to Form 1 Statement

tuckfields
CONVEYANCING

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Product	Register Search (CT 5017/401)
Date/Time	13/05/2025 04:15PM
Customer Reference	AJ00941
Order ID	20250513009852

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 5017 Folio 401

Parent Title(s) CT 4206/126

Creating Dealing(s) CONVERTED TITLE

Title Issued 02/04/1991 **Edition** 4 **Edition Issued** 06/07/2023

Estate Type

FEE SIMPLE (UNIT)

Registered Proprietor

EMMA KATE OSBORNE
OF UNIT 2 25 ARTHUR STREET PAYNEHAM SA 5070

Description of Land

UNIT 2 STRATA PLAN 5398
IN THE AREA NAMED PAYNEHAM
HUNDRED OF ADELAIDE

Easements

NIL

Schedule of Dealings

Dealing Number	Description
14072687	MORTGAGE TO HSBC BANK AUSTRALIA LTD. (ACN: 006 434 162)

Notations

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

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LOCAL GOVERNMENT AUTHORITY PRESCRIBED INFORMATION

Annexure to Form 1 Statement

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CERTIFICATE OF RATES AND CHARGES

Issued under Section 187 of the Local Government Act 1999

To: Tuckfields Conveyancing
Office 3/197 Main South Road
MORPHETT VALE SA 5162

Date: 14/05/2025

City of Norwood Payneham & St Peters

175 The Parade
Norwood SA 5067

PO Box 204
Kent Town SA 5071

Telephone
8366 4555

Email
townhall@npsp.sa.gov.au

Website
www.npsp.sa.gov.au

Particulars of the Property:	
Assessment No	**4959**
Owner's Name	Ms E K Osborne
Valuation No	1901933208
Property Address	2/25 Arthur Street PAYNEHAM 5070
Property Description	SP 5398,Adelaide CT 5017/401

Particulars of Rates and Charges in the 2024-2025 Financial Year:	
Balance b/forward 2023-2024	$0.00
2024-2025 Rates + Landscape Levy	**$1,311.91**
Plus Legal Fees	$0.00
Plus Fines & Interest	$6.54
Less Concession/Rebate	$0.00
Less Payments	-$1,318.45
Plus Property Related Debts	
Balance Now Due and Payable	**$0.00**
Settlement via BPay	**Biller Code: 3251** **Reference: 0049599**

2024-2025 Rates including Landscape Levy	**$1,311.91**
2024-2025 Capital Value	**$480,000**

Please Note the 4th Quarter of Rates is due by 6 June 2025

Notes for your information:

- The next date for Fines and Interest to be calculated is 14 April 2025.
- If Balance Due above is *Nil*, the rates have been paid to 30 June 2025.
- Upon settlement of the property, the total balance to 30 June 2025 is required to be paid to the Council. Action to recover unpaid rates will be taken against the owner of the property at the time of declaration of rates.
- A fine of 2% will be imposed on any current Rate not paid by the due date and interest at the prescribed rate will be added each month on unpaid arrears.
- This certificate relates only to the abovementioned assessment. If other assessments are included at the same address (eg: tenancies/shops) additional certificates will only be issued upon payment of additional fees.

Mario Barone
CHIEF EXECUTIVE OFFICER

Member League of Historical Cities

100% Australian Made Recycled Paper

Community Well-being is...
Social Equity
Cultural Vitality
Economic Prosperity
Environmental Sustainability

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City of Norwood Payneham & St Peters

City of Norwood Payneham & St Peters
Head Office: **175 The Parade, Norwood**
Mailing Address: **PO Box 204, KENT TOWN SA 5071**

Telephone **(08) 8366 4555**

Property Information and Particulars

in response to an enquiry pursuant to Section 7 of the
Land & Business (Sale & Conveyancing Act 1994)

Certificate Date: 14/05/2025
Certificate No: 26621

To: Tuckfields Conveyancing
Office 3/197 Main South Road
MORPHETT VALE SA 5162

Details of Property Referred To:

Rates Assessment Number	:	4959 9
Valuer General Number	:	1901933208
Owner Details	:	Ms E K Osborne
Property Address	:	2/25 Arthur Street PAYNEHAM 5070
Property Description	:	SP 5398,Adelaide CT 5017/401
Hundred	:	Adelaide
Ward	:	Payneham Ward - Ward 3

Prescribed Encumbrances for 2/25 Arthur Street PAYNEHAM 5070

Column 1 Prescribed encumbrance	Column 2 Other particulars required
Development Act 1993 (repealed)	
section 42—Condition (that continues to apply) of a development authorisation	Date of authorisation: **N/A** Name of relevant authority that granted authorisation: Condition(s) of authorisation:
Repealed Act conditions	
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)	See attached Decision Notification Form

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Column 1 Prescribed encumbrance	Column 2 Other particulars required
Planning, Development and Infrastructure Act 2016	
Part 5 – Planning and Design Code	Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): **(Refer to PlanSA Section 7 extract report)** Is there a State heritage place on the land or is the land situated in a State heritage area? **NO** Is the land designated as a local heritage place? **NO** Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? **NO** Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? **YES** For information on any proposed Code Amendments which may interest you, please refer to the PlanSA Website: https://plan.sa.gov.au/have_your_say/code-amendments
Section 127 - Condition (that continues to apply) of a development authorisation	**(Refer to PlanSA Section 7 extract report)**
Development Act 1993 (repealed)	
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 or perform work	**NO**
section 56—Notice to complete development	**NO**
section 57—Land management agreement	**NO**
section 69—Emergency order	**NO**
section 71—Fire safety notice	**NO**

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Column 1 Prescribed encumbrance	Column 2 Other particulars required
section 84—Enforcement notice	**NO**
section 85(6), 85(10) or 106—Enforcement order	**NO**
Part 11 Division 2—Proceedings	**NO**
Fire and Emergency Services Act 2005	
section 105F (or section 56 or 83 (repealed))—Notice to take action to prevent outbreak or spread of fire	**NO**
Food Act 2001	
section 44—Improvement notice	**NO**
section 46—Prohibition order	**NO**
Housing Improvement Act 1940 (repealed)	
section 23—declaration that house is undesirable or unfit for human habitation	**NO**
Part 7 (rent control for substandard houses) – Notice or declaration	**N/A**
Land Acquisition Act 1969	
Section 10 – Notice of intention to acquire	**NO**
Local Government Act 1934 (repealed)	
Notice, order, declaration, charge, claim or demand given or made under the Act	**NO**
Local Government Act 1999	
Notice, order, declaration, charge, claim or demand given or made under the Act	**NO**
Local Nuisance and Litter Control Act 2016	
Section 30 – Nuisance or litter abatement notice	**N/A**

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Column 1 Prescribed encumbrance	Column 2 Other particulars required
Planning, Development and Infrastructure Act 2016	
section 141 – Order to remove or perform work	**NO**
section 142 – Notice to complete development	**NO**
section 155 – Emergency order	**NO**
section 157 – Fire safety notice	**NO**
Section 192 or 193 – Land management agreement	**(Refer to PlanSA Section 7 extract report)**
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 – Enforcement notice	**NO**
section 214(6), 214(10) or 222-Enforcement order	Date order made: **N/A** Name of court that made order: Action number: Name of parties: Terms of order: Building work (if any) required to be carried out:
Public and Environmental Health Act 1987 (repealed)	
Part 3—Notice	**NO**
Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—Condition (that continues to apply) of an approval	**NO**
Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—Maintenance order (that has not been complied with)	**NO**

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Column 1 Prescribed encumbrance	Column 2 Other particulars required
South Australian Public Health Act 2011	
Section 92-Notice	**NO**
South Australian Public Health (Wastewater) Regulations 2013 Part 4-Condition (that continues to apply) of an approval	**NO**
Other charges	
Charge of any kind affecting the land (not included in another item*)*	Person or body in whose favour charge exists: **N/A** Nature of charge: Amount of charge (if known):

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Particulars of Building Indemnity Insurance

Note—Building indemnity insurance is not required for—

(a) domestic building work for which approval under the *Planning, Development and Infrastructure Act 2016,* the repealed *Development Act 1993* or the repealed *Building Act 1971* is or was not required; or

(b) minor domestic building work (see section 3 of the *Building Work Contractors Act 1995*); or

(c) domestic building work commenced before 1 May 1987; or

(d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* applies under the *Building Work Contractors Regulations 2011*; or

(e) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* has been granted under section 45 of that Act.

Details of building indemnity insurance still in existence for building work on the land:

Building Indemnity Insurance is required….**NO** (refer above note):

1 Name(s) of person(s) insured:……...

2 Name of insurer:……..

3 Limitations on the liability of the insurer:……..

4 Name of builder:……...

5 Builder's licence number:……

6 Date of issue of insurance:…….

7 Description of insured building work:……

……

……...

Exemption from holding insurance:

If particulars of insurance are not given, has an exemption been granted under section 45 of the *Building Work Contractors Act 1995* from the requirement to hold an insurance policy in accordance with Division 3 of Part 5 of that Act?

N/A

If **YES**, give details:

(a) Date of the exemption:……..

(b) Name of builder granted the exemption:……..

(c) Licence number of builder granted the exemption:……

(d) Details of building work to which the exemption applies: ……

……

……

(e) Details of conditions (if any) to which the exemption is subject: ……...

……

……

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Particulars relating to Environment Protection

Further information held by councils

Does the council hold details of any development approvals relating to—

(a) commercial or industrial activity at the land; or

(b) a change in the use of the land or part of the land (within the meaning of the *Development Act 1993*) or the *Planning, Development and Infrastructure Act 2016*?

NO

Note—

The question relates to information that the council for the area in which the land is situated may hold. If the council answers "YES" to the question, it will provide a description of the nature of each development approved in respect of the land. The purchaser may then obtain further details from the council (on payment of any fee fixed by the council). However, it is expected that the ability to supply further details will vary considerably between councils.

A "YES" answer to paragraph (a) of the question may indicate that a ***potentially contaminating activity*** has taken place at the land (see sections 103C and 103H of the *Environment Protection Act 1993*) and that assessments or remediation of the land may be required at some future time.

It should be noted that—

(a) the approval of development by a council does not necessarily mean that the development has taken place;

(b) the council will not necessarily be able to provide a complete history of all such development that has taken place at the land.

This statement is made the **23 May 2025**

MARIO BARONE
CHIEF EXECUTIVE OFFICER

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Fifth Schedule

PLANNING AND DEVELOPMENT ACT, 1966-- 1978

South Australia

Metropolitan Development Plan City of Payneham

Planning Regulations - Zoning

NOTIFICATION OF DECISION ON APPLICATION

(Pursuant to Regulation 37)

To the Applicant by application dated 30th June, 1982

CONSENT TO) PROPOSED USE OF LAND
~~REFUSAL OF~~)

Owners Name G.W. & G.M. Conlay & P.C. Stainsby
(Surname) (Other Names)

Address Post Office, Forest Range S.A. 5139

Your application for use of land at:
25Arthur Street, Payneham (Allotment Part 75)

For the purpose of " To demolish existing dwelling and erect 3 Single Storey Home Units"

In accordance with application dated 30th June, 1982

is hereby granted consent/~~refused consent~~ subject to the following conditions:

(See attached sheet)

If the development or use of land hereby consented to be not substantially commenced within 12 months of the consent being given or if any act or work authorized or required by this Notification of Decision on Application and/or any certificate granted in relation to such consent, be not completed within three years from that date, a fresh consent must be obtained before commencing or continuing the use of the land.

A right of appeal to the Planning Appeal Board is available in respect of refusals of consent or granting of consent subject to conditions. For procedure, see Planning Appeal Board Regulations.

Signature
Town Clerk

Date 3rd August, 1982

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

Applicant: G.W. & C.M. Conlay and P.C. Stainsby
Location: 25 Arthur Street, Payneham (Allotment Part 75) south east corner of John Street and Arthur Street, intersection.
Proposal: To demolish existing dwelling and erect 3 single storey home units/
Zoning: Residential 3.

Consent Use granted subject to the following conditions, that;-

1. Stormwater from all roofs, gutters, downpipes, garden areas and paved areas be drained to an underground sump or underground sumps situated adjacent to the front boundary of the subject land, thence to the street watertable throught steel or concrete pipes or steel box sections located below the level of the footpath.

2. The proposed brick paving providing vehicular access to the site shall be laid on a bed of reinforced concrete having sufficient strength to counter the seasonal movement of the ground beneath brick paved areas.

3. 150mm wide concrete cutting strips be constructed wherever lawned areas adjoin buildings, boundary fences, screen walls, screen fences or bitumen paving.

4. The new proposed fences erected upon each of the boundaries of the subject land shall be at the expense in all things of the applicant.

5. The several ornamental shrubs at present growing adjacent to the western and southern boundaries of the subject land shall wherever possible be retained and incorporated into the final landscaping of the project. The shrubs subject of this condition shall be adequately protected during building construction and site development.

6. A revised landscaping plan showing increased tree and shrubs planting shall be submitted to Council for its approval.

7. A brick fence not less than 400mm high or such other fence as may be approved by the Council, shall be constructed on the northern and western boundaries of the subject land, except in those parts of the said boundaries which provide vehicular access to the subject land.

8. The person, for the time being, making the use of the subject land now approved, shall maintain the buildings and other improvements erected and to be erected thereon to the satisfaction of the Council in all respects.

9. The person, for the time being, making the use of the subject land now approved shall in all respects to the reasonable satisfaction of the Council at all times cultivate, tend and nurture the trees and shrubs, creepers add lawns established or to be established in accordance with the plans approved by Council, replacing whenever and so often as the occasion requires all trees, shrubs, creepers and lawns which shall die or become diseased.

10. No portion of the building shall be occupied until a Strata Title Certificate has been issued by the Council in respect of each home unit erected on the subject land.

The foregoing conditions have been imposed by the Council to ensure that the development satisfies the provisions of the relevant legislation and complies with the purpose for which the zone has been created and further to ensure that the development will not impair the orderly and proper planning of the zone or detract in any way from the character and amenity of the locality.

Dated 3rd August, 1982

Signed _____
RH WILLIAMS
Town Clerk.

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PlanSA

Data Extract for Section 7 search purposes

Valuation ID 1901933208

Data Extract Date: 23/05/2025

Parcel ID: S5398 UN2

Certificate Title: CT5017/401

Property Address: UNIT 2 25 ARTHUR ST PAYNEHAM SA 5070

Zones
General Neighbourhood (GN)

Subzones
No

Zoning overlays

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

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

Affordable Housing

The Affordable Housing Overlay seeks to ensure the integration of a range of affordable dwelling types into residential and mixed use development.

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.

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Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

PROPERTY INTEREST REPORT

Annexure to Form 1 Statement

tuckfields
CONVEYANCING

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

Property Interest Report

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

Title Reference	CT 5017/401	**Reference No.** 2673560
Registered Proprietors	E K*OSBORNE	**Prepared** 13/05/2025 16:15
Address of Property	Unit 2, 25 ARTHUR STREET, PAYNEHAM, SA 5070	
Local Govt. Authority	NORWOOD PAYNEHAM & ST PETERS	
Local Govt. Address		

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 The Planning and Design Code (the Code) is a statutory instrument under the *Planning, Development and Infrastructure Act 2016* for the purposes of development assessment and related matters within South Australia. The Code contains the planning rules and policies that guide what can be developed in South Australia. Planning authorities use these planning rules to assess development applications. To search and view details of proposed statewide code amendments or code amendments within a local government area, please search the code amendment register on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/code-amendments/code_amendment_register or phone PlanSA on 1800 752 664.
29.2	section 127 - Condition (that continues to apply) of a development authorisation *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.3	section 139 - Notice of proposed work and notice may require access	Contact the vendor for these details
29.4	section 140 - Notice requesting access	Contact the vendor for these details
29.5	section 141 - Order to remove or perform work	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.6	section 142 - Notice to complete development	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.7	section 155 - Emergency order	State Planning Commission in the Department for Housing and Urban Development

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

30. *Plant Health Act 2009*

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

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

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

32. *South Australian Public Health Act 2011*

32.1	section 66 - Direction or requirement to avert spread of disease	Public Health in DHW has no record of any direction or requirement affecting this title
32.2	section 92 - Notice	Public Health in DHW has no record of any notice affecting this title also Contact the Local Government Authority for other details that might apply
32.3	*South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply

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

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

34. *Water Industry Act 2012*

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

35. *Water Resources Act 1997* (repealed)

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

36. Other charges

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

Other Particulars

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

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

Additional Information

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

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

Notices

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

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

Building restrictions

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

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

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

Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

Product	Title and Valuation Package
Date/Time	13/05/2025 04:15PM
Customer Reference	AJ00941
Order ID	20250513009852

Certificate of Title

Title Reference	CT 5017/401
Status	CURRENT
Easement	NO
Owner Number	18577596
Address for Notices	UNIT 2, 25 ARTHUR ST PAYNEHAM, SA 5070
Area	NOT AVAILABLE

Estate Type

Fee Simple (Unit)

Registered Proprietor

EMMA KATE OSBORNE
OF UNIT 2 25 ARTHUR STREET PAYNEHAM SA 5070

Description of Land

UNIT 2 STRATA PLAN 5398
IN THE AREA NAMED PAYNEHAM
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 13382941
Dealing Date	02/10/2020
Sale Price	$380,000
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	14072687	HSBC BANK AUSTRALIA LTD. (ACN: 006 434 162)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1901933208	CURRENT	Unit 2, 25 ARTHUR STREET, PAYNEHAM, SA 5070

Notations

Dealings Affecting Title

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

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1901933208
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/1983
Property Location	Unit 2, 25 ARTHUR STREET, PAYNEHAM, SA 5070
Local Government	NORWOOD PAYNEHAM & ST PETERS
Owner Names	EMMA KATE OSBORNE
Owner Number	18577596
Address for Notices	UNIT 2, 25 ARTHUR ST PAYNEHAM, SA 5070
Zone / Subzone	GN - General Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1310 - Ground Floor Home Unit Only
Description	5H/UNIT GAR
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
S5398 UNIT 2	CT 5017/401

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$365,000	$480,000			
Previous	$340,000	$435,000			

Building Details

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

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

Valuation Number	1901933208
Building Style	Conventional
Year Built	1983
Building Condition	Very Good
Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	112 sqm
Number of Main Rooms	5

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

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Product	Check Search
Date/Time	13/05/2025 04:15PM
Customer Reference	AJ00941
Order ID	20250513009852

Certificate of Title

Title Reference: CT 5017/401

Status: CURRENT

Edition: 4

Dealings

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

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

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CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

Annexure to Form 1 Statement

tuckfields
CONVEYANCING

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

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: 2673560

DATE OF ISSUE
14/05/2025

TUCKFIELD CONVEYANCING PTY LTD
79A HAMPSTEAD ROAD
MANNINGHAM SA 5086

ENQUIRIES:
Tel: (08) 8226 3750
Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER	OWNERSHIP NAME
18577596	E K OSBORNE

PROPERTY DESCRIPTION

2 / 25 ARTHUR ST / PAYNEHAM SA 5070 / UNIT 2

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
1901933208	CT 5017/401	$480,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2024-2025

FIXED CHARGE	**$**	50.00
+ VARIABLE CHARGE	**$**	180.85
- REMISSION	**$**	111.35
- CONCESSION	**$**	0.00
+ ARREARS / - PAYMENTS	**$**	-119.50
= AMOUNT PAYABLE	**$**	0.00

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 **12/08/2025**

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
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

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 OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456285 **Ref: 7001962617** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Community Emergency Services Fund**, along with this **Payment Remittance Advice** to: **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

CERTIFICATE OF LAND TAX PAYABLE

Annexure to Form 1 Statement

tuckfields
CONVEYANCING

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

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: 2673560

DATE OF ISSUE
14/05/2025

TUCKFIELD CONVEYANCING PTY LTD
79A HAMPSTEAD ROAD
MANNINGHAM SA 5086

ENQUIRIES:
Tel: (08) 8226 3750
Email: landtax@sa.gov.au

OWNERSHIP NAME
E K OSBORNE

FINANCIAL YEAR
2024-2025

PROPERTY DESCRIPTION
2 / 25 ARTHUR ST / PAYNEHAM SA 5070 / UNIT 2

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
1901933208	CT 5017/401	$365,000.00	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 **12/08/2025**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

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 OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456293 **Ref: 7001962526** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Commissioner of State Taxation**, along with this **Payment Remittance Advice** to: **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

CERTIFICATE OF WATER AND SEWER CHARGES & ENCUMBRANCE INFORMATION

Annexure to Form 1 Statement

tuckfields
CONVEYANCING

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
19 01933 20 8	CT5017401	14/5/2025	539	2673560

TUCKFIELD CONVEYANCING PTY LTD
3/197 MAIN SOUTH RD
MORPHETT VALE SA 5162
solutions@tuckfields.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: E K OSBORNE
Location: U2 25 ARTHUR ST PAYNEHAM UNIT 2
Description: 5H/UNIT GAR
Capital Value: $ 480 000
Rating: Residential

Periodic charges

Raised in current years to 30/6/2025

				$
		Arrears as at: 30/6/2024	:	0.00
Water main available:	1/7/1983	Water rates	:	314.40
Sewer main available:	1/7/1983	Sewer rates	:	347.80
		Water use	:	424.54
		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	:	1,086.74CR
		Balance outstanding	:	0.00

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

Next quarterly charges: Water supply: Not declared Sewer: Not declared Bill: 9/7/2025

This account has no meter of its own but is supplied from account no 19 01933 09 9.

The Water Use apportionment option is Even.

The apportionment percentage for this account is 33.33%.

The property owner is currently using SA Water Corporation's direct debit system to pay water and sewer charges. Please advise the customer to make arrangements to cease the current direct debit payment method prior to property settlement.

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

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

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

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

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

SA Water

South Australian Water Corporation

Name:
E K OSBORNE

Water & Sewer Account
Acct. No.: 19 01933 20 8

Amount: _____

Address:
U2 25 ARTHUR ST PAYNEHAM UNIT 2

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1901933208

BPAY

Biller code: 8888
Ref: 1901933208

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: 1901933208

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

SECTION 41 ENQUIRY

Annexure to Form 1 Statement

tuckfields
CONVEYANCING

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

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

15/05/25

TUCKFIELD CONVEYANCING MORPHETT VALE
U3 / 197 MAIN SOUTH ROAD
MORPHETT VALE, SA, 5162

Dear Sir/Madam

RE: Strata Corporation 5398 Inc.
25 ARTHUR STREET, PAYNEHAM
ABN: 87462769469
Unit: 00002
OWNER: Ms E K Osborne

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 1 of a total 3.

Financial Status of the Unit Owner:

The contribution payable to the Administration Fund is currently $500.00 per quarter paid to 14/08/25. No GST is included within this contribution.

The contribution payable to the Sinking Fund is currently $0.00 per quarter. 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 15/05/2025. NEXT CONTRIBUTION IS DUE 15/08/2025.

(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

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

Known Extraordinary Expenses

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

OWNERS PAY FOR ALL WATER CONSUMPTION.

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

Special Levies

No special levies payable.

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	$1,140.31CR
Sinking Fund	$0.00 (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.

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.

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

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



Susan Brennan
Corporation Manager
susan.brennan@whittles.com.au

WHITTLES MANAGEMENT SERVICES PTY LTD
On behalf of the Corporation 15/05/2025

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

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:
Tuckfield Conveyancing Morphett Vale
U3 / 197 MAIN SOUTH ROAD, MORPHETT VALE

Strata Corporation 5398 Inc.
25 ARTHUR STREET, PAYNEHAM
Unit: 00002
OWNER: Ms E K Osborne

Susan Brennan

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

Administrative Fund Statement of Income & Expenditure

STRATA CORP.05398 INC
25 Arthur Street PAYNEHAM SA 5070
1 November 2023 to 31 October 2024
Printed 03/12/24 11:36

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	5,685.00	5,200.00	485.00	5,421.00
Special levy-Insurance renewal	2,001.00	0.00	2,001.00	0.00
TOTAL FUND INCOME	**7,686.00**	**5,200.00**	**2,486.00**	**5,421.00**
FUND EXPENDITURE				
Cleaning	363.00	0.00	(363.00)	0.00
Common property	1,166.00	0.00	(1,166.00)	0.00
Debt collection fees	0.00	0.00	0.00	44.00
Debt collection fees recovery	0.00	0.00	0.00	(44.00)
Gutters & downpipes	374.00	380.00	6.00	374.00
Insurance claims	4,652.50	0.00	(4,652.50)	44.00
Insurance claims recovery	(3,938.00)	0.00	3,938.00	0.00
Insurance renewals	3,170.00	2,870.00	(300.00)	2,540.00
Management - Additional services fee	44.00	0.00	(44.00)	0.00
Management - Agreed Services	930.00	930.00	0.00	830.00
Management - Asset Maintenance Services	54.00	54.00	0.00	54.00
Management - Disbursement Fees	257.40	257.80	0.40	225.67
Pest control	0.00	286.00	286.00	0.00
Plumbing	272.59	0.00	(272.59)	0.00
Reports	0.00	0.00	0.00	286.00
TOTAL FUND EXPENDITURE	**7,345.49**	**4,777.80**	**(2,567.69)**	**4,353.67**
FUND SURPLUS (DEFICIT)	**340.51**	**422.20**	**(81.69)**	**1,067.33**

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

Administrative Fund Statement of Assets & Liabilities

STRATA CORP.05398 INC
25 Arthur Street PAYNEHAM SA 5070
31 October 2024
Printed 03/12/24 11:36

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	1,949.95	882.62
Surplus/(Deficit) For Period	340.51	1,067.33
TOTAL FUNDS	**2,290.46**	**1,949.95**
ASSETS		
Cash at Bank (MBL)	2,290.46	1,949.95
TOTAL ASSETS	**2,290.46**	**1,949.95**
LIABILITIES		
TOTAL LIABILITIES	**0.00**	**0.00**
NET ASSETS	**2,290.46**	**1,949.95**

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

Sinking Fund Statement of Income & Expenditure

STRATA CORP.05398 INC
25 Arthur Street PAYNEHAM SA 5070
1 November 2023 to 31 October 2024
Printed 03/12/24 11:36

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
TOTAL FUND INCOME	**0.00**	**0.00**	**0.00**	**0.00**
FUND EXPENDITURE				
TOTAL FUND EXPENDITURE	**0.00**	**0.00**	**0.00**	**0.00**
FUND SURPLUS (DEFICIT)	**0.00**	**0.00**	**0.00**	**0.00**

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

Sinking Fund Statement of Assets & Liabilities

STRATA CORP.05398 INC
25 Arthur Street PAYNEHAM SA 5070
31 October 2024
Printed 03/12/24 11:36

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

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

Consolidated Statement of Assets & Liabilities

STRATA CORP.05398 INC
25 Arthur Street PAYNEHAM SA 5070
31 October 2024
Printed 03/12/24 11:36

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	1,949.95	882.62
Surplus/(Deficit) For Period	340.51	1,067.33
TOTAL FUNDS	**2,290.46**	**1,949.95**
ASSETS		
Cash at Bank (MBL)	2,290.46	1,949.95
TOTAL ASSETS	**2,290.46**	**1,949.95**
LIABILITIES		
TOTAL LIABILITIES	**0.00**	**0.00**
NET ASSETS	**2,290.46**	**1,949.95**

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

Investments Nil

The following balances relate to amounts received or owing as at 31/10/2024

Receivables - Owner Arrears Nil

Debtors Nil

Allocated Advance Payments

Unit/Lot Details		Admin	
		Contributions	Total
00002		450.00	450.00
00003		450.00	450.00
	Totals	**900.00**	**900.00**

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: $378.37

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

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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Whittles
Strata and Community Title Services

28 March 2025

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for STRATA CORP.05398 INC 25 Arthur Street, PAYNEHAM, SA, 5070.

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

Susan Brennan
Body Corporate Manager

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

Strata and Community Title Services

Minutes of the Annual General Meeting
STRATA CORP.05398 INC

Meeting Date	Monday, 24 March 2025		
Meeting Location	Unit 1, 25 Arthur Street, PAYNEHAM, SA, 5070		
Time	09:30 AM	Closed: 10:00 AM	
Lots Represented	00001	Mr P W Baker	Owner present
	00003	Mr N S Turner	Proxy present Whittles - Susan Brennan
Chairperson	Mr P W Baker presided over the meeting. It was agreed that Susan Brennan, Body Corporate Manager, would assist by conducting the meeting.		
Additional Attendees	Susan Brennan 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**	
PASSED BY SIMPLE MAJORITY that in accordance with s33(4b)(b) of the *Strata Titles Act* 1988, the minutes of the Annual General Meeting held on 22 JAN 2024 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.		
Passed by Simple Majority		

Motion 3		
Acceptance of Statement of Accounts	**Ordinary Resolution**	
PASSED BY SIMPLE MAJORITY that in accordance with s33(4b)(c) of the *Strata Titles Act* 1988, the unaudited Statement of Accounts for the financial year ending 31 OCT 2024, which have been circulated to all members, is accepted.		
Passed by Simple Majority		

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

Strata and Community Title Services

Motion 4		
Appointment of Manager	**Ordinary Resolution**	

PASSED BY SIMPLE MAJORITY 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 NOV 2024 to 31 OCT 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.

Passed by Simple Majority

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

Mr P W Baker has been elected unopposed as Presiding Officer.

Election of Secretary

Mr P W Baker has been elected unopposed as Secretary.

Election of Treasurer

Mr P W Baker has been elected unopposed as Treasurer.

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

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.		

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		
Termite Inspection	**Ordinary Resolution**	
PASSED BY SIMPLE MAJORITY that in accordance with the Australian Standard for Protection Against Termites, a suitably qualified contractor be engaged to carry out a termite inspection of the building, including common areas and gardens, at an estimated cost of $286.00. The Presiding Officer will organise for this inspection to be carried out.		
Passed by Simple Majority		

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

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

Motion 10		
Insurance Renewal	**Ordinary Resolution**	
PASSED BY SIMPLE MAJORITY that the Body Corporate Manager is to arrange quotes and/or renewal of the Body Corporate's insurance for a sum insured of $1,060,000 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.		
Passed by Simple Majority		

Item 11		
General Business		
The owner of Unit 1 will revisit the option of installing solar panels at his Unit.		

Motion 12		
Administrative Fund Budget	**Ordinary Resolution**	
PASSED BY SIMPLE MAJORITY 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 $1,500.00 for the financial year ending 31 OCT 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 at the Annual General Meeting. Contributions will be raised equally in respect of each unit.		
Passed by Simple Majority		

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

Motion 13		
Insufficient Funds Special Levy Authority	**Ordinary Resolution**	
PASSED BY SIMPLE MAJORITY 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 equally in respect of each unit and must not exceed the sum of $3,500.00. 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.		
Passed by Simple Majority		

Motion 14		
Interest Charged on Overdue Contributions/Levies	**Ordinary Resolution**	
PASSED BY SIMPLE MAJORITY 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.		
Passed by Simple Majority		

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

Motion 15		
Recovery of Overdue Contributions/Levies	**Ordinary Resolution**	
PASSED BY SIMPLE MAJORITY 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.05398 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.		
Passed by Simple Majority		

Item 16		
Next Meeting & Closure		
The next AGM will be held on a date to be advised in January 2026.		

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.05398 INC
25 ARTHUR STREET, PAYNEHAM

Year ending October 2025

ADMINISTRATIVE FUND

	Nov-Jan 25	Feb-Apr 25	May-Jul 25	Aug-Oct 25	Annual Total
INCOME					
Contributions	*1,350.00*	*1,500.00*	*1,500.00*	*1,500.00*	***$5,850.00***
Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Advances	*-900.00*	*-0.00*	*-0.00*	*-0.00*	***-$900.00***
Total	***450.00***	***1,500.00***	***1,500.00***	***1,500.00***	***$4,950.00***
EXPENDITURE					
Common property	*50.00*	*0.00*	*200.00*	*100.00*	***$350.00***
Gutters & downpipes - Cleaning	*0.00*	*0.00*	*380.00*	*0.00*	***$380.00***
Insurance - Renewal	*0.00*	*3,490.00*	*0.00*	*0.00*	***$3,490.00***
Management - Agreed Services	*257.50*	*257.50*	*257.50*	*257.50*	***$1,030.00***
Management - Asset Maintenance Services	*15.00*	*15.00*	*15.00*	*15.00*	***$60.00***
Management - Disbursement Fees	*51.25*	*51.25*	*51.25*	*51.25*	***$205.00***
Technology and System Fees	*13.20*	*13.20*	*13.20*	*13.20*	***$52.80***
Total	***386.95***	***3,826.95***	***916.95***	***436.95***	***$5,567.80***

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CASH FLOW SUMMARY

	Nov-Jan 25	Feb-Apr 25	May-Jul 25	Aug-Oct 25	Annual Total
ADMINISTRATIVE FUND					
Opening Balance	*2,290.46*	*2,353.51*	*26.56*	*609.61*	***$2,290.46***
Add: Contributions	*1,350.00*	*1,500.00*	*1,500.00*	*1,500.00*	***$5,850.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*900.00*	*0.00*	*0.00*	*0.00*	***$900.00***
Minus: Expenditures	*386.95*	*3,826.95*	*916.95*	*436.95*	***$5,567.80***
CLOSING BALANCE	*2,353.51*	*26.56*	*609.61*	*1,672.66*	***$1,672.66***
SINKING FUND					
Opening Balance	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Expenditures	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
CLOSING BALANCE	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***

CALCULATION OF CONTRIBUTIONS

Total Unit Entitlement 3
Number of Units 3

	— Effective from 15/02/25 —	
Unit Number	**UEV**	**ADMIN Fund**
1	1	**$500**
2	1	**$500**
3	1	**$500**
QUARTERLY TOTAL		***$1,500.00***

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Whittles
Strata and Community Title Services

22 January 2024

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for STRATA CORP.05398 INC 25 Arthur Street, PAYNEHAM, SA, 5070.

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

Susan Brennan
Body Corporate Manager

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

Whittles
Strata and Community Title Services

Minutes of the Annual General Meeting
STRATA CORP.05398 INC

Meeting Date	22 January 2024		
Meeting Location	Unit 1, 25 Arthur Street, PAYNEHAM, SA, 5070		
Time	09:30 AM		Closed: 10:00AM
Lots Represented	1	Mr P W Baker	Owner present
	2	Ms E K Osborne	Owner present
	3	Mr N S Turner	Electronic vote
Chairperson	Mr P W Baker		
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**	
PASSED BY SIMPLE MAJORITY that in accordance with s33(4b)(b) of the *Strata Titles Act* 1988, the minutes of the Annual General Meeting held on 20 MAR 2023 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.		
Passed by Simple Majority		

Motion 3		
Acceptance of Statement of Accounts	**Ordinary Resolution**	
PASSED BY SIMPLE MAJORITY that in accordance with s33(4b)(c) of the *Strata Titles Act* 1988, the unaudited Statement of Accounts for the financial year ending 31 OCT 2023, which have been circulated to all members, is accepted.		
Passed by Simple Majority		

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

Strata and Community Title Services

Motion 4		
Appointment of Manager	**Ordinary Resolution**	
PASSED BY SIMPLE MAJORITY 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 NOV 2023 to 31 OCT 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.		
Passed by Simple Majority		

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. <u>Limitations Imposed</u> 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
Ms E K Osborne has been elected unopposed as Presiding Officer.

Withdrawn Nominees	
Mr P W Baker	

Election of Secretary
Ms E K Osborne has been elected unopposed as Secretary.

Election of Treasurer
Ms E K Osborne has been elected unopposed as Treasurer.

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Election of Ordinary Member
No nominees were selected for Ordinary Member, this place remains to be filled.

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.		

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		
Termite Inspection	**Ordinary Resolution**	
PASSED BY SIMPLE MAJORITY that in accordance with the Australian Standard for Protection Against Termites, a suitably qualified contractor be engaged to carry out a termite inspection of the building, including common areas and gardens, at an estimated cost of $286.00. Owners will organise this to be done.		
Passed by Simple Majority		

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

Strata and Community Title Services

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

Motion 10		
Insurance Renewal	**Ordinary Resolution**	
PASSED BY SIMPLE MAJORITY that the Body Corporate Manager is to arrange quotes and/or renewal of the Body Corporate's insurance for a sum insured of $1,060,000 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.		
Passed by Simple Majority		

Item 11		
General Business		
The owners will carry out the cleaning of the fence. The manager advised that there was not enough money in the account to pay the balance of the insurance premium. It was agreed to raise a levy of $2000 to enable the payment of the account.		

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

Motion 12		
Administrative Fund Budget	**Ordinary Resolution**	
PASSED BY SIMPLE MAJORITY 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 $1,350.00 for the financial year ending 31 OCT 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 equally in respect of each unit.		
Passed by Simple Majority		

Motion 13		
Insufficient Funds Special Levy Authority	**Ordinary Resolution**	
PASSED BY SIMPLE MAJORITY 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 equally in respect of each unit and must not exceed the sum of $2,870.00. 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.		
Passed by Simple Majority		

Motion 14		
Interest Charged on Overdue Contributions/Levies	**Ordinary Resolution**	
PASSED BY SIMPLE MAJORITY 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.		
Passed by Simple Majority		

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

Motion 15		
Recovery of Overdue Contributions/Levies	**Ordinary Resolution**	
PASSED BY SIMPLE MAJORITY 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.05398 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.		
Passed by Simple Majority		

Item 16		
Next Meeting & Closure		
The next AGM will be held in the week commencing 13th January, 2025.		

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.05398 INC
25 ARTHUR STREET, PAYNEHAM

Year ending October 2024

ADMINISTRATIVE FUND

	Nov-Jan 24	Feb-Apr 24	May-Jul 24	Aug-Oct 24	Annual Total
INCOME					
Contributions	*1,250.00*	*1,250.00*	*1,350.00*	*1,350.00*	***$5,200.00***
Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Advances	*-417.00*	*-0.00*	*-0.00*	*-0.00*	***-$417.00***
Total	***833.00***	***1,250.00***	***1,350.00***	***1,350.00***	***$4,783.00***
EXPENDITURE					
Gutters & downpipes - Cleaning	*380.00*	*0.00*	*0.00*	*0.00*	***$380.00***
Insurance - Renewal	*0.00*	*2,870.00*	*0.00*	*0.00*	***$2,870.00***
Management - Agreed Services	*232.50*	*232.50*	*232.50*	*232.50*	***$930.00***
Management - Asset Maintenance Services	*13.50*	*13.50*	*13.50*	*13.50*	***$54.00***
Management - Disbursement Fees	*51.25*	*51.25*	*51.25*	*51.25*	***$205.00***
Pest control	*0.00*	*0.00*	*286.00*	*0.00*	***$286.00***
Technology and System Fees	*13.20*	*13.20*	*13.20*	*13.20*	***$52.80***
Total	***690.45***	***3,180.45***	***596.45***	***310.45***	***$4,777.80***

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CASH FLOW SUMMARY

	Nov-Jan 24	Feb-Apr 24	May-Jul 24	Aug-Oct 24	Annual Total
ADMINISTRATIVE FUND					
Opening Balance	*1,949.95*	*2,092.50*	*162.05*	*915.60*	***$1,949.95***
Add: Contributions	*1,250.00*	*1,250.00*	*1,350.00*	*1,350.00*	***$5,200.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*417.00*	*0.00*	*0.00*	*0.00*	***$417.00***
Minus: Expenditures	*690.45*	*3,180.45*	*596.45*	*310.45*	***$4,777.80***
CLOSING BALANCE	*2,092.50*	*162.05*	*915.60*	*1,955.15*	***$1,955.15***
SINKING FUND					
Opening Balance	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Expenditures	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
CLOSING BALANCE	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***

CALCULATION OF CONTRIBUTIONS

Total Unit Entitlement 3
Number of Units 3

	— Effective from 15/05/24 —	
Unit Number	**UEV**	**ADMIN Fund**
1	1	**$450**
2	1	**$450**
3	1	**$450**
QUARTERLY TOTAL		***$1,350.00***

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CALCULATION OF LEVIES

Total Unit Entitlement	3
Number of Units	3
Due date	**15/02/24**

SPECIAL LEVY - INSURANCE RENEWAL - A17523

balance of insurance renewal

Unit Number	UEV	Contribution
1	1	*$667*
2	1	*$667*
3	1	*$667*
ONCE-OFF		*$2,001.00*

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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
30/01/2015	No resolutions recorded
03/03/2016	Unit 3 Walkway Approval was granted for the owner of Unit 3 to put in a walkway from the footpath to their pathway. They will need to remove part of the fence to do this.
06/02/17	No resolutions recorded
22/01/18	No resolutions recorded
21/01/19	No resolutions recorded
13/01/20	No resolutions recorded
19/02/21	No resolutions recorded
20/03/2023	No resolutions recorded
22/01/24	No resolutions recorded
24/03/25	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 of Resolution
17/12/07	No Resolutions Recorded
09/12/08	Maintenance Supervisor Confirmed
15/12/09	Maintenance Supervisor Confirmed Insurance Excess It was resolved that where repairs are carried out under insurance and the repairs benefit a particular unit, the Corporation will be responsible for the payment of any excess. Pavers at Unit 3 Approval granted for unit 3 to put pavers beside her driveway.
16/12/10	Maintenance Supervisor Confirmed.
12/12/11	Maintenance Supervisor Confirmed.
09/01/13	Maintenance Supervisor - Confirmed. Workplace health and Safety The Manager advised that South Australia's new harmonised Work Health and Safety (WHS) legislation will take effect on 1 January 2013, replacing the state's current Occupation Health, Safety and Welfare Act 1986 and associated regulations. The new legislation includes the Work Health and Safety Act 2012 (SA) (the WHS Act) and the work Health and Safety Regulations 2012 (SA) (the WHS Regulations), supported by Codes of Practice. In order to meet the requirements of this legislation Whittles is taking steps to ensure that contractors being requested to carry out work on behalf of your Body Corporate meet acceptable and appropriate standards required by legislation. This includes a contractor registration process requiring all contractors wishing to carry out work at your Corporation providing evidence of licences, trade type, public liability cover, safe work procedure documents etc in accordance with the new legislation. This oversight by Whittles is an involved and time consuming process and a small fee of $110.00 will apply from January 1, 2013 to ensure that the Corporation and its members are protected.

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A brief fact sheet regarding the responsibilities of Body Corporate Managers, Bodies Corporate and Unit/Lot Owners is attached. This is a general guide only and does not constitute legal advice.

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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.

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Certificate of Insurance

ABN 29 008 096 277

Susan Brennan
Strata Corporation 5398 Inc
Whittles Strata Management
PO Box 309
KENT TOWN SA 5071

Date: 30.12.2024
Invoice No: I4696950

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 CHU Underwriting Agencies Pty Ltd
Level 13, 431 King William Street
Adelaide SA 5000

Period 31.01.2025 to 31.01.2026

Policy No. HU0006119964

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

COVERAGE SUMMARY

Strata Corporation 5398 Inc
Residential Strata/Community Corporation

RESIDENTIAL STRATA/COMMUNITY CORPORATION

INSURED:
Strata Corporation 5398 Inc.

SITUATION:
25 Arthur Street, Payneham SA 5070

INTEREST INSURED:

Building Sum Insured	**$**	**1,060,000**
Common Contents Sum Insured	**$**	**10,600**
Loss of Rent/Temporary Accommodation	**$**	**159,000**
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	$	250,000
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	$	250,000
Floating floors		Insured
Loss of Market Value		Not Insured

EXCESS:

Standard Excess	$	1,000
Flood Excess	$	1,000
Storm Surge Excess		Not Applicable

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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 5398 Inc
Residential Strata/Community Corporation

Public Liability Excess	Nil
Voluntary Workers Excess	Nil
Fidelity Excess	Nil
Office Bearers Liability Excess	Nil
Machinery Breakdown Excess	Not Applicable
Government Audit Excess	$ 1,000
Appeal Expenses Excess	$ 1,000
Legal Defence Expenses Excess	$ 1,000

Other excesses payable are shown in the Policy Wording

ADDITIONAL POLICY BENEFITS AND CONDITIONS:
Not Applicable

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	1983
Primary Wall Construction	Brick
Secondary Wall Construction	Not Applicable
Roof Construction	Tile
Floor Construction	Concrete

Aluminium Composite Panels	No
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	3
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 %

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Residential Strata
Insurance Plan



CHU

Product Disclosure Statement
and Policy Wording

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Residential Strata
Insurance Plan

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Date of preparation: 19 April 2021

Date effective: 1 May 2021

QM562-0521

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Throughout the Policy Wording there are limits of time and value that may apply to coverages. There are also different excess payments that can apply. The below tables show a summary of any of these limits and excesses.
This summary does not include all details of the limits that apply and you must refer to each limit or excess individually for the full details.

Sub-limit ($) table

POLICY SECTION	SUB-LIMIT	WHAT WE'LL PAY
Policy 1 – Insured Property	**Emergency and temporary protection costs** Reasonable cost of temporary protection and safety or emergency repairs to avoid further losses	No more than $7,500
Policy 1 – Insured Property	**Unauthorised use of gas, water and similar charges** The cost of increased usage, accidental discharge or additional management charges of metered electricity, gas, sewerage, oil and water you are required to pay following damage to your insured property admitted under Policy 1	Up to $2,000 in any one Period of Insurance
Policy 1 – Insured Property	**Special Benefits, (1)e. Cost of reletting** When You have leased out Your Lot/Unit or Common Area We will pay reasonable reletting costs if it is made unfit to be occupied for its intended purpose	Up to $1,500 per Lot/Unit or Common Area
Policy 1 – Insured Property	**Special Benefits, (1)f. Meeting room hire** 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	Up to $5,000 for the cost of hiring temporary meeting room facilities
Policy 1 – Insured Property	**Special Benefits, (1)g. Lot Owners contributions and fees** You are required to pay during the period Your Lot/Unit is made unfit to be occupied for its intended purpose due to Damage to Your Insured Property	Up to $2,000 per Lot/Unit, for contributions, levies, maintenance and other fees
Policy 1 – Insured Property	**Special Benefits, (1)i. Lot Owners travel costs** For reasonable travel costs You incur in visiting Your Lot/Unit for the purpose of consulting with claim adjusters and/or building repairers	Up to $250 per Lot/ Unit for reasonable travel costs
Policy 1 – Insured Property	**Special Benefits 2. Emergency accommodation** The reasonable cost of emergency accommodation You necessarily incur if Your Lot/ Unit is made unfit to be occupied for its intended purpose	Up to $2,500 per Lot/Unit for the reasonable cost of emergency accommodation
Policy 1 – Insured Property	**Special Benefits 3. Alternations/additions** When You make alterations, additions or renovations to Your Insured Property during the Period of Insurance	Up to $250,000 for Damage to such alterations, additions or renovations
Policy 1 – Insured Property	**Special Benefits 6. Electricity, gas, water and similar charges – unauthorised use** In 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	Up to $2,000 for the cost of increased usage, accidental discharge or additional management charges of metered electricity, gas, sewerage, oil and water
Policy 1 – Insured Property	**Special Benefits 7. Fusion of Motors** Replacing an electric motor forming part of Your Insured Property damaged by Fusion	Up to $5,000 for the cost of repairing or replacing an electric motor
Policy 1 – Insured Property	**Special Benefits 8. Environmental improvements** For the cost of additional environmental improvements not previously installed such as rainwater tanks, solar	Up to $20,000 for the cost of additional environmental improvements
Policy 1 – Insured Property	**Special Benefits 9. Exploratory costs, Replacement of defective parts** • repairing or replacing the defective part or parts of such tanks, apparatus or pipes • rectifying contamination Damage or pollution Damage to land at Your Situation caused by the escape of liquid	• to a limit of $1,000 • to a limit of $1,000
Policy 1 – Insured Property	**Special Benefits 11. Funeral Expenses** For funeral expenses if the Lot Owner, or a family member who permanently resides with the Lot Owner, dies as the direct consequence of Damage to Your Insured Property	Up to $5,000 per Lot/Unit
Policy 8 – Catastrophe	**Special Benefits** Total amount payable under Policy 8 for Special Benefits 1 to 4	a. Temporary accommodation/rent: 15% b. Escalation in costs: 5% c. Removal storage and cost of evacuation: 5%
Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses	**Additional Benefit 1. Record Keeping Audit** Professional Fees you reasonably incur with Our written consent, which we will not unreasonably with withheld in connection with a Record Keeping Audit.	Up to $1,000 in any one Period of Insurance for Professional Fees

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Sub-limit (time) table

POLICY SECTION	SUB-LIMIT	TIME LIMIT
Policy 1 – Insured Property	**Special Benefit 1b – Rent** The cost necessarily incurred to abate the Rent of Your Tenant	Not exceeding a maximum of three (3) months
Policy 1 – Insured Property	**Special Benefits, (1)c. Disease, murder and suicide** If You are not permitted to occupy Your Lot/Unit or Common Area 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, except for communicable disease; • murder or suicide; occurring at Your Situation.	Not exceeding a maximum of thirty (30) days
Policy 1 – Insured Property	**Special Benefits, (1)d. Failure of supply services** If Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from Damage by an Event claimable under Policy 1	Provided the failure of services extends for more than forty eight (48) 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
Policy 7 – Machinery Breakdown	**Special Benefit** Where your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose	Breakdown of plant and equipment must extend for more than seven (7) days Liability for Loss of Rent or Temporary Accommodation will be limited to a period not exceeding a maximum of thirty (30) days and up to a maximum of twenty percent (20%) of the amount shown in the Schedule

Excess table

POLICY SECTION	DESCRIPTION OF EXCESS	EXCESS AMOUNT TO PAY
Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses	**Additional Excess** This excess applies to each and every Claim made under Policy 9 Part C	$1,000

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Product Disclosure Statement (PDS)

This PDS was prepared on 19 April 2021.

Important Information and Notices

There are two parts to this booklet. The first part is Important Information about this Policy including information about how We will protect Your privacy and how to make a complaint or access Our dispute resolution service.

The second part is Your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because We don't know Your own personal circumstances, You should treat any advice in this booklet as purely general in nature.

It doesn't consider Your objectives, financial situation or needs. You should carefully consider the information provided with regard to Your personal circumstances to decide if it's right for You.

This booklet is also a Product Disclosure Statement (PDS). Other documents You receive may comprise the PDS. You will know when this happens because it will say so in the document.

We may need to update information in this PDS. If We need to do this, We will either send You a new PDS or a supplementary PDS. You can also get a copy of these simply by calling us.

About QBE

The Policy is underwritten by QBE Insurance (Australia) Limited (ABN 78 003 191 035 AFSL 239545) (QBE) of Level 5, 2 Park Street Sydney. QBE Insurance (Australia) Limited is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE).

We have authorised the information contained in this PDS.

About CHU

CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070) (CHU) is a specialist strata and community title insurance intermediary and holds an Australian Financial Services licence (AFS Licence No: 243261) to issue and advise on general insurance products.

CHU is a company within the Steadfast Underwriting Agencies division of Steadfast Group Limited (SGL).

Authority to act on Our behalf

We have given CHU a binding authority to market, underwrite, settle claims and administer this Policy on Our behalf.

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

Under the terms of this binding authority CHU acts as Our agent, and not Yours, but liability within the terms and conditions of the Policy remains at all times with QBE.

For more information or to make a claim

Please contact CHU to make a claim. They also have an After Hours Emergency Claims Hotline that You can contact on 1800 022 444. The Claims section at the end of this booklet sets out the full details of what You need to do in the event of a claim.

Your duty of disclosure

Before You enter into an insurance contract, You have a duty of disclosure under the *Insurance Contracts Act 1984* to tell Us anything that You know, or could reasonably be expected to know, that may affect Our decision to insure You and on what terms. You have this duty until We agree to insure You. You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

- reduces the risk We insure You for;
- is common knowledge;
- We know or should know as an insurer;
- We waive Your duty to tell Us about.

If You do not tell Us something

If You do not tell Us anything You are required to tell Us, We may in accordance with the law cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

Claims made and Notified Insurance

Policy 6 – Office Bearers' Legal Liability and Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses of this Policy provides cover on a claims made and notified basis. This means that this Policy only covers claims first made against You during the period this Policy is in force and notified to the Insurer as soon as practicable in writing while the Policy is in force. This Policy may not provide cover for any claims made against You if at any time prior to the commencement of this Policy You became aware of facts which might give rise to those claims being made against You.

Section 40(3) of the *Insurance Contracts Act 1984* (Cth) provides that where You gave notice in writing to the Insurer of facts that might give rise to a claim against You as soon as was reasonably practicable after You became aware of those facts while this Policy is in force, the Insurer cannot refuse to pay a claim which arises out of those facts, when made, because it was made after the expiry of the Policy.

Privacy

In this Privacy Notice, the use of 'We', 'Our' or 'Us' means QBE and CHU unless specified otherwise.

We will collect personal information when You deal with Us, Our agents, other companies in the QBE group or suppliers acting on Our behalf. We use Your personal information so We can do business with You, which includes issuing and administering Our products and services and processing claims. Sometimes We might send Your personal information overseas. The locations We send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom We collect personal information, as well as where We store it and the full list of ways We could use it. To get a free copy of it please visit qbe.com.au/privacy

or contact QBE Customer Care. You can view CHU's Privacy Policy at www.chu.com.au or obtain a copy by contacting CHU's / Steadfast's Privacy Officer on +61 2 9307 6656 or by writing to

PO Box A2016, Sydney South NSW 1235 or email privacyofficer@steadfastagencies.com.au.

It's up to You to decide whether to give Us Your personal information, but without it We might not be able to do business with You, including not paying Your claim.

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What You should read

To understand the features, benefits and risks of this insurance and to determine if it is appropriate for You, it is important that You read:

- all of the Product Disclosure Statement - this information is designed to help You understand this insurance and Your rights and obligations under it;
- the Policy Wording part which commences on page 8. 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 (see Policies 1 to 10);
  - what Excesses You may have to pay;
  - when You are not insured (see General exclusions and other exclusions under Policies 1 to 10);
  - what You and We need to do in relation to claims;
  - Yours and Our cancellation rights.
- the relevant quote/ proposal form You need to complete to apply for cover (if applicable);
- any Schedule when it is issued to You; and
- any other documents We may give You which vary Our standard terms of cover set out in this document.

These documents should be read together carefully. It is important that they are kept in a safe place.

Significant features and benefits

The following provides a summary of the main covers available only. You need to read the Schedule and the Policy Wording for full details of the available cover, terms, definitions, conditions, exclusions and limits that apply to make sure it meets Your expectations. The cover in each Policy is provided only if specified as applicable in the Schedule.

Policy 1 – Insured Property for Damage to Your Insured Property (Building and Common Area Contents)

We insure You up to the Sum Insured shown in the Schedule for Policy 1 for Damage to Your Insured Property (Building and Common Area Contents that occurs during the Period of Insurance not otherwise excluded in the Policy.

If Your Sum insured is not exhausted, We will also pay for the costs or fees incurred as a result of damage to Your Insured Property under Policy 1. Details of the costs and fees We pay are set out under the heading 'Additional Benefits' in Policy 1 of the Policy.

We also provide cover for Special Benefits in addition to Your Sum Insured for Policy 1. Details of the Special Benefits are set out under the heading 'Special Benefits' in Policy 1. The combined total amount We will pay under Special Benefits arising out of any one Event that is admitted as a claim under Policy 1 is limited to the percentage of the Building Sum Insured for Policy 1 as shown in the Schedule or such other percentage as We may agree in writing.

Policy 2 – Liability to Others

We will indemnify You up to the Limit of Liability shown in the Schedule for Policy 2 if You become legally responsible to pay compensation for Personal Injury or Property Damage resulting from an Occurrence in connection with the ownership of Your Common Area and Your Insured Property that happens during the Period of Insurance.

We also pay the costs of defending a claim in connection with a claim under this Policy.

Policy 3 – Voluntary Workers

We pay to a Voluntary Worker, or that person's estate, the corresponding benefits set out in the Table of Benefits in Policy 3 in the event of such Voluntary Worker sustaining bodily injury during the Period of Insurance whilst voluntarily engaged in work on Your behalf and caused accidentally and which, independently of any other cause results in one of the insured events as set out in the Table of Benefits.

Policy 4 – Workers Compensation

If Your Insured Property is situated in Australian Capital Territory, Tasmania or Western Australia, and You select Workers Compensation cover We will insure You for all amounts You become legally liable to pay to Your employees under the Workers Compensation Legislation in the State or Territory in which Your Insured Property is situated.

The cover under Policy 4 does not include claim preparation, costs and fees.

Policy 5 – Fidelity Guarantee

We will indemnify You up to the Sum Insured stated in the Schedule for Policy 5 for the fraudulent misappropriation of Your funds committed during the Period of Insurance.

Policy 6 – Office Bearers' Legal Liability

We will respond to any claim first made against an Office Bearer in respect of legal liability for any claim made against them.

The amount payable in respect of all Claims under Policy 6 will not exceed the Limit of Liability shown on the Schedule and is inclusive of the claimant's costs and expenses and the Defence Costs incurred by Us during the currency of any one Period of Insurance.

Policy 7 – Machinery Breakdown

We insure You up to the Sum Insured shown in the Schedule for Policy 7 against Insured Damage which occurs during the Period of Insurance and requires repair or Replacement provided that the Insured Item is within Your Situation and is in the ordinary course of working at the time the Insured Damage occurs.

We also provide cover for Additional Benefits if the Sum Insured is not exhausted. Details of the Additional Benefits are set out under the heading 'Additional Benefits' in Policy 7.

We also provide cover for Special Benefits in addition to Your Sum Insured for Policy 7. Details of the Special Benefits are set out under the heading 'Special Benefits' in Policy 7.

Policy 8 – Catastrophe Insurance

We insure You up to the Sum Insured shown in the Schedule for Policy 8 for any increase in the Replacement cost of Your Insured Property following a loss which occurs during the Period of Insurance:

a. due to the happening of an Event for which the Insurance Council of Australia issues a catastrophe code or other Event which occurs no later than sixty (60) days after the Catastrophe; and

b. the Event giving rise to the loss is admitted as a claim under Policy 1 – Insured Property.

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Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses

We insure You on a Claims made basis for Parts A, B and C of Policy 9 which means We will respond to Claims first made against You during the Period of Insurance and notified to Us during that Period of Insurance.

Policy 10 – Lot Owners' Fixtures and Improvements

We insure the cost of replacing Lot Owners' Fixtures and Improvements in their Lot/Unit provided that the Sum Insured under Policy 1 is exhausted. Replacement of such installations must be following Damage by any Event that is not otherwise excluded under Policy 1.

Important information you should understand

In addition to the covers summarised above, there are a number of terms, conditions, limits and exclusions contained in the Policy that can affect how or whether a claim is paid under this Policy. You need to read the PDS, Schedule and the Policy Wording for full details of the available cover, terms, definitions, conditions, exclusions and limits that apply to make sure it meets Your expectations.

Exclusions

The following provides a summary of the main exclusions to cover only. These are examples only. For full details of the exclusions that apply, please read the Policy in full.

For example, 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:

a. any Act of Terrorism where such act is directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination;

b. the actual or alleged use or presence of asbestos;

c. ionising radiation from, or contamination by radio-activity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

Conditions

You must meet certain conditions for Your insurance cover to apply. If You do not comply with the conditions We may refuse to pay a claim in whole or in part. For full details of all the conditions of cover that apply, please read the Policy in full. The following are examples only:

1. Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment if Your claim is accepted.
2. When Your Insured Property is a total loss and We have paid out the total Sum Insured, this insurance ceases. If You rebuild or replace Your Insured Property, this requires a new insurance contract commencing at that time with an applicable Premium.
3. When You first purchase and when you renew Your insurance if You do not pay the amount by the due date your Policy may be cancelled and We will write to let you know when this will happen.
4. When renewing Your insurance with Us, You have a duty of disclosure under the *Insurance Contracts Act 1984*. You must advise Us of any changes to Your claims or insurance history that a reasonable person in the circumstances would tell Us. CHU will notify You in writing of any effect a change may have on Your insurance renewal.

The cost of this insurance

The amount that We charge You for this insurance when You first acquire the Policy and when You renew the Policy is called the Premium. In order to calculate Your Premium, We take various factors into consideration, including, but not limited to:

- the Sum(s) Insured;
- the address of Your Insured Property;
- Your insurance history;
- the security features of Your Insured Property.

The total cost of the Policy is shown in the Schedule and is made up of Your Premium plus government taxes such as Stamp Duty, GST, any Fire Service Levy (where applicable).

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 in the Schedule.

Paying Your Premium

Various options are available for paying Your Premium including annual payment by credit card, BPAY, EFT and direct deposit.

Other costs, fees and charges

Other costs, fees and charges which may be applicable to the purchase of the Policy include:

Administration Fee

An administration fee is payable by You for each policy issued or renewed to cover CHU's administration cost of preparing and distributing the Policy. Any administration fee is noted in the Schedule and is not refundable in the event of cancellation, unless the insurance contract is cancelled within the cooling-off period or is a full term cancellation. For more information on the administration fee please refer to the CHU Financial Services Guide or contact CHU directly.

Refund of Premium

You may cancel the Policy at any time. If You choose to cancel the Policy We will retain a portion of the Premium which relates to the period for which You have been insured. We will refund the residue for the unexpired period less any non-refundable government taxes or charges, provided that no event has occurred where liability arises under the Policy.

Commissions

SGL or CHU may receive a commission payment from Us when the Policy is issued and renewed. For details of the relevant commission paid, please refer to the Financial Services Guide, or contact SGL or CHU directly.

Confirming transactions

You may contact CHU in either writing, email or by phone to confirm any transaction under Your insurance if You do not already have the required insurance confirmation details.

Receiving Your Policy documents

You may choose to receive Your Policy documents:

a. electronically, including but not limited to email; or

b. by post.

If You tell CHU to send Your Policy documents electronically, CHU will send them to the email address that You have provided. This will

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continue until You tell CHU otherwise or until CHU advises that this method is no longer suitable. Each electronic communication will be deemed to be received by You twenty-four (24) hours after it leaves CHU's information system. If You do not tell CHU to send Your Policy documents electronically, the Policy documents will be sent to the mailing address that You have provided.

You are responsible for ensuring that the email and mailing address that CHU has is up to date. Please contact CHU to change Your email or mailing address.

How to make a claim

Please contact CHU to make a claim. They also have an After Hours Emergency Claims Hotline that You can contact on 1800 022 444.

You should advise them as soon as reasonably practicable of an incident which could lead to a claim. Having the required documentation and possibly photographs of the items will assist in having Your claim assessed and settled. When You make a claim We require You to:

- provide details of the incident and when requested complete the claim form We send You;
- subject to reasonable notice and at a reasonable time that suits You and Us, You will allow Us or our appointed representative to inspect Your Insured Property and take possession of any damaged item(s) if reasonable and required;
- take all reasonable steps to reduce the damage or loss and prevent further loss or damage;
- inform the police as soon as reasonably practicable following theft, vandalism, malicious damage or misappropriation of money or property;
- where practical and reasonable not dispose of any damaged items without first seeking Our approval; and
- not get repairs done, except for essential temporary repairs, and where reasonable We seek Your cooperation in selecting the repairer or supplier.

These are only some of the things that You must do if making a claim.

Please refer to the Claims Conditions section which sets out claims information and what You must do if making a claim.

Cooling-off information

If You want to return Your Policy after Your decision to buy it, You may cancel it and receive a full refund. To do this We must receive Your request either in writing or via email within twenty-one (21) days of You receiving the Schedule.

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. Please see General Conditions.

Cancellation

You may cancel the Policy at any time by notifying Us in writing. We may cancel the Policy where We are entitled to by law.

Further details about cancellation are shown in the General Conditions.

General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice. The aims of this Code are fully supported by CHU.

The Code aims to:

a. commit Us to high standards of service;

b. promote better, more informed relations between Us and You;

c. maintain and promote trust and confidence in the general insurance industry;

d. provide fair and effective mechanisms for the resolution of complaints and disputes between Us and You;

e. promote continuous improvement of the general insurance industry through education and training.

You can obtain a copy of the Code from CHU or from www.codeofpractice.com.au.

Resolving Complaints and Disputes

At QBE and CHU, we are committed to providing You with quality products and delivering the highest level of service. QBE and CHU also do everything we can to safeguard Your privacy and the confidentiality of Your personal information.

Something not right?

QBE and CHU know sometimes there might be something You are not totally happy about, whether it be about our staff, representatives, products, services or how we've handled Your personal information.

Step 1 – Talk to CHU

If Your complaint relates to a claims decision or CHU service provider, please initially contact the CHU Claims Handler who is handling the Claim. If Your complaint relates to an underwriting decision (or anything else), please contact the CHU representative who originally assisted You. When You make Your complaint please provide as much information as possible. CHU are ready to help You resolve your issue, aiming to resolve all complaints within fifteen (15) business days.

Step 2 – Escalate Your complaint

If CHU haven't responded to Your complaint within fifteen (15) days, or if You're not happy with how CHU tried to resolve it, You can ask for Your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist. The Dispute Resolution Specialist will provide CHU's final decision within fifteen (15) business days of Your complaint being escalated, unless You have agreed to CHU's request to be given more time.

Step 3 – Still not resolved?

If You're not happy with the final decision, or if CHU have taken more than forty-five (45) days to respond to You from the date You first made Your complaint, You can contact the Australian Financial Complaints Authority (AFCA). AFCA is an ASIC approved external dispute resolution body.

AFCA resolves insurance disputes between consumers and insurers, at no cost to You. CHU is bound by AFCA decisions - but You're not. You can contact AFCA directly and they'll advise You if Your dispute falls within their Rules.

Disputes not covered by the AFCA Rules

If Your dispute doesn't fall within the AFCA Rules, or You are not satisfied with CHU's decision then You may wish to seek independent legal advice.

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Privacy complaints

If You are not satisfied with CHU's final decision and it relates to Your privacy or how CHU has handled Your personal information, You can contact the Office of the Australian Information Commissioner (OAIC).

Contacting QBE's CCU, AFCA or the OAIC

How to contact QBE Customer Care	
Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays) Calls from mobiles, public telephones or hotel rooms may attract additional charges
Email	• complaints@qbe.com, to make a complaint • privacy@qbe.com, to contact Us about privacy or Your personal information • customercare@qbe.com, to give feedback or pay a compliment
Post	Customer Care, GPO Box 219, Parramatta NSW 2124
How to contact AFCA	
Phone	1800 931 678 (free call)
Email	info@afca.org.au
Online	www.afca.org.au
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001
How to contact the OAIC	
Phone	1300 363 992 Calls from mobiles, public telephones or hotel rooms may attract additional charges
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

Request for Information

You may request copies of information We have relied upon to arrive at Our decision(s) in the Complaint Handling process. In some instances, We may not release the information as requested and You may request a review of Our decision not to release such information. We will comply with Code requirements regarding providing information You request.

Contact CHU

Phone: 1300 361 263

Email: info@chu.com.au

Financial claims scheme

Your Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent You may be entitled to access the FCS, provided You meet the eligibility criteria. More information may be obtained from the Australian Prudential Regulation Authority (APRA).

How to contact APRA

Phone: 1300 558 849 (Phone calls from mobiles, public telephones or hotel rooms may attract additional charges).

Online: www.fcs.gov.au

Monetary limits on the cover

We can insure You up to the amount of the Sum Insured or Limit of Liability or other specified limits for Your Insured Property. These amounts are specified in the specific Policies of the Policy Wording or in the Schedule.

You need to decide if the relevant Sum(s) Insured and Limit(s) of Liability are appropriate for You. If You do not adequately insure Yourself You may have to bear the uninsured proportion of any loss Yourself.

You should also advise CHU of any changes in the details of the information You have given us, otherwise Your insurance may not be sufficient. Changes might include alterations to Your Insured Property.

Payment of Excesses

The Excess is the amount You must contribute towards the cost of any claim You make.

Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment if Your Claim is accepted.

The amount of Excess payable by You is shown in the Policy or in the Schedule.

GST Implications

The Policy has provisions relating to Goods and Services Tax (GST). Please see General Conditions. In summary:

a. the amount of Premium payable by You for this Policy includes an amount on account of the GST on the Premium (including any additional fees that may be charged by CHU;

b. the Sum Insured and other limits of insurance cover shown in Your Policy documentation are GST inclusive. 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.

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Policy Wording

Our Agreement

The agreement between You and Us consists of:

a. the PDS and Policy Wording;

b. the Schedule; and

c. any Endorsement(s).

The cover under this Policy is provided during the Period of Insurance, once You've paid Us Your Premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General exclusions, which apply to any claim You make under this Policy;
- General conditions, which set out Your responsibilities under this Policy;
- Claims conditions, which set out Our rights and Your responsibilities when You make a claim; and
- Other terms, which set out how this Policy operates.

Excesses

Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment.

The Excess(es) which You have to pay are set out in this Policy Wording or on Your Policy Schedule.

How much We will pay

The most We will pay for a claim is the Sum Insured which applies to the cover or section You're claiming under, less any Excess.

General Definitions

The words listed below have been given a specific meaning in this Policy Wording and these specific meanings apply when the words begin with a capital letter. Other words may have special meanings for particular Polices. These words will be defined in those Policies.

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.

Body Corporate

means the owner(s) of Your Insured Property and Common Area incorporated under the Strata Legislation where Your Insured Property and Common Area is situated.

Body Corporate Manager/Agent

means a person or other entity appointed in writing by Your Body Corporate with delegated functions including the authority to act as an Office Bearer in terms of the Strata Legislation applying where Your Insured Property is situated.

Common Area

means the area at Your Situation that is not part of any Lot/Unit. Where the Stata Legislation refers to Common Property, Common Property has the same meaning as Common Area.

Communicable Disease

means:

a. Rabies;

b. Cholera;

c. Highly Pathogenic Avian Influenza;

d. Any disease determined by the World Health Organisation to be a Public Health Emergency of International Concern (PHEIC);

e. Any disease determined to be a 'listed human disease', or any disease in respect of which a 'biosecurity emergency' or 'human biosecurity emergency' is declared, under the *Biosecurity Act 2015* (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation. A reference to Listed Human Disease shall have the meaning found in any replacement definition, in any amendment, re-enactment or successor legislation.

Computer System

means any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or Electronic Data storage device, networking equipment or back up facility.

Cyber Incident

means:

a. Unauthorised or malicious acts and/or the threat of unauthorised or malicious acts, regardless of time or place;

b. Malware or Similar Mechanism;

c. Programming or operator error, whether by the insured or any other person or persons;

d. Any unintentional or unplanned outage, wholly or partially, of the insured's Computer System not directly caused by physical loss or damage;

affecting access to, processing of, use of or operation of any Computer System or any Electronic Data by any person or group(s) of persons.

Damage, Damaged

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

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

Electronic Data
means any facts, concepts and/or information converted to a form usable for communications, interpretation, and/or processing by electronic, and/or electromechanical data processing and/or electronically controlled equipment which includes, but is not limited to, programs, software and/or other coded instructions for the processing and manipulation of data and/or the direction and/or manipulation of such equipment.

Endorsement
means a written alteration to the terms, conditions and limitations of this Policy which is shown in the Schedule.

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

Event, Events
means a happening or an incident not intended to happen which occurs during a particular interval of time and causes or results in Damage or series of Damage happening from that one Event, that is claimable under this Policy.

Excess
means the amount You must pay or contribute towards a claim. The amount of any Excess is shown in the Policy or in the Schedule.

Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment.

Floating Floors
means laminated, veneered or similar type flooring not fastened to the sub-floor but held in position by its own weight with or without skirting 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 which 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. We will take reasonable steps in determining the indemnity value and will provide You with details of Our calculation if requested by You.

Insured Property

a. Building:

means building or buildings as defined in the Strata Legislation applying where Your Building is situated, including:

i. outbuildings;
ii. fixtures and structural improvements, gates and fences;
iii. in-ground swimming pools and spas;
iv. marinas, wharves, jetties, docks, pontoons, swimming platforms, or similar type facilities (whether fixed or floating) which are used for non-commercial purposes and which do not provide fuel distribution facilities, unless We are advised and otherwise agree in writing;
v. satellite dishes, radio, television and other antennas including their associated wiring, masts, footings, foundations, moorings and towers;
vi. underground and overhead services;
vii Stratum Lot or Volumetric Lot;

that You own or have legal responsibility for at, in or adjacent to Your Situation

b. Common Area Contents: means:

i. furniture, furnishings, household goods, light fittings, internal blinds, curtains, fire extinguishers and the like;
ii. built-in or freestanding appliances such as dishwashers, washing machines and dryers, other electrical items;
iii. carpets (whether fixed or unfixed), floor rugs;
iv. swimming pools or spas that are not in-ground;
v. swimming pool or spa 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;
- livestock, fish, birds or other animals;
- Lot Owners' Contents and any other personal property of theirs;
- money, other than as covered under Special Benefit 15 – Money of Policy 1 – Insured Property;
- 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 Special Benefit 13 – Landscaping of Policy 1 – Insured Property; and
- temporary wall, floor and ceiling coverings within a Lot/Unit, and mobile or fixed air-conditioning units servicing an individual Lot/Unit (if Your Situation is in Queensland).

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Where anything in this definition of 'Insured Property' is contrary to the Strata Legislation applying where Your Building is situated the requirements of that 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.

Limit of Liability
means the applicable Limit of Liability specified in the Schedule or as determined by the Policy where such limits are described for Policy 2 – Liability to Others and Policy 6 – Office Bearers' Legal Liability.

Lot/Unit
means an area shown on a plan as a lot or unit in the Strata Legislation applying where Your Insured Property is situated.

Lot Owner
means a person, persons or other entity registered as a proprietor or owner of an estate in fee simple in a Lot/Unit in Your Building in terms of the Strata Legislation applying where Your Insured Property is situated.

Lot Owners' Contents
means (but not so as to limit the generality thereof):

- **a.** built-in or freestanding appliances such as dishwashers, washing machines and dryers;
- **b.** computers, electronic and electrical equipment, garden equipment;
- **c.** Lot Owners' business and personal effects, furniture, furnishings, carpets, and floor rugs.

Malware or Similar Mechanism
means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self-replication or not), including but not limited to a virus, trojan horse, worm, logic bomb or denial of service attack.

Members
means and is limited to the interest of Proprietors, Members, Lot Owners or Shareholders in respect of the ownership of Your Insured Property as defined in the Strata Legislation applying where Your Insured Property is situated. Unless otherwise specifically provided by this Policy, the Proprietors', Lot Owners' or Shareholders' interest or liability as an owner and/or occupier of a Lot/Unit is not included.

Period of Insurance
means the period for which You are insured. It commences at the time We agree to give You insurance and finishes at 4pm on the day of expiry. The expiry date is shown in the Schedule.

Policy
means this Product Disclosure Statement and Policy Wording, the Schedule and any Endorsements issued to You which form Your insurance contract with Us.

Premium
means any amount We require You to pay under the Policy and includes, any state and federal government taxes (including GST) as applicable.

Rainwater
means the rain which falls naturally from the sky. It includes Rainwater run-off over the surface of the land

Rent
means, as regards to any Lot/Unit or part of Your Common Area leased to a Tenant, an amount of money in accordance with the residential tenancy agreement that applied immediately prior to Damage.

Replacement
means:

- **a.** the reasonable cost of rebuilding, replacing or repairing 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 alter or upgrade Your Insured Property to comply with Public, Statutory or Environmental Protection Authority requirements, but does not include:
  - i. any costs that would have been incurred in complying with orders issued prior to the happening of the loss;
  - ii. any extra costs to alter or upgrade any portion of Your undamaged Insured Property if the cost to rebuild, replace or repair the Damaged portion is less than twenty five percent (25%) of what the cost would have been had Your Insured Property been totally destroyed.

Schedule
means the most recent current attachment to the Policy that specifies the Situation, those Policies and benefits that are in force and the details of the Sum(s) Insured or Limit(s) of Liability and includes any one or more of the following:

- **a.** the Policy Schedule;
- **b.** the renewal notice You have paid;
- **c.** the Endorsement(s) sent to You.

Senior Counsel
means a barrister in active practice who is entitled to use the post-nominals QC or SC in any one or more superior courts in Australia or New Zealand.

Situation
means the land at the address(es) shown in the Schedule 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 the abnormal rise of the sea caused by storm's winds pushing the ocean surface onshore. Storm Surge does not include predicted astronomical tides.

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Strata Legislation
means the respective State Legislation applying where Your Building is situated and includes the following Acts or similar legislation:

- **a.** *Strata Schemes Management Act 2015* (NSW)
- **b.** *Strata Scheme Development Act 2015* (NSW)
- **c.** *Owners Corporation Act 2006* (VIC)
- **d.** *Community Title Act 2001* (ACT)
- **e.** *Strata Titles Act 1998* (TAS)
- **f.** *Body Corporate and Community Management Act 1997* (QLD)
- **g.** *Strata Titles Act 1985* (WA)
- **h.** *Strata Titles Act 1988* (SA)
- **i.** *Unit Titles Scheme Act 2009* (NT)

Stratum or Volumetric Lot
means an area or lot forming part of the Building required to form part of this insurance Policy excluding a Lot /Unit.

Stratum Lot or Volumetric Lot only extends to Policy 1 and Policy 8.

Stratum Lot Owner or Volumetric Lot Owner
means a person, persons or other entity registered as a proprietor or owner of a Stratum Lot or Volumetric Lot in Your Building as named in the Schedule.

Sum Insured
means the amount shown in the Schedule as the Sum Insured corresponding to the cover selected for Policy 1 – Insured Property, Policy 3 – Voluntary Workers, Policy 4 – Workers Compensation, Policy 5 – Fidelity Guarantee, Policy 7 – Machinery Breakdown and Policy 8 – Catastrophe Insurance, Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses and Policy 10 – Lot Owners' Fixtures and Improvements.

Temporary Accommodation
means, as regards to any Lot/Unit occupied by the Lot Owner, an amount of money calculated on the basis of the annual rentable value (including any 'outgoings' that would have been payable by a Tenant or lessee) that would have applied immediately prior to the Damage.

Tenant
means any person authorized under the terms of a lease, rental or similar type agreement who occupies a Lot/Unit including any other co-inhabitant or family normally resident with that person.

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

Vehicle, Vehicles
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 and any trailers or other attachments made or intended to be drawn by any of those machines; and
- **b.** which is or should be registered and/or insured under legislation in the State or Territory of Australia in which it is being used.

Voluntary Worker
means a person engaged solely in work or duties on behalf of the Body Corporate without promise of reward or remuneration, other than an honorarium for duties associated with the position of an Office Bearer.

Voluntary Worker 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 and Tear
means Damage or a reduction in value through age, ordinary use or lack of maintenance.

We, Our, Us, the Insurer
means QBE Insurance (Australia) Limited ABN 78 003 191 035.

You, Your, Yours
means:

- **a. in respect of Policies 1, 8, and 10:**
  the Body Corporate, Corporation, Owners Corporation, Plan or Company named on the Schedule including:
  - i. the interest therein of Members;
  - ii. Lot Owners in respect of Special Benefits 1, 2, 11, 13, 18, 22 and 23 of Policy 1 – Insured Property;
  - iii. Lot Owners in respect of Special Benefits 1, 2 and 4 of Policy 8 – Catastrophe Insurance.
- **b. in respect of Policy 2 – Liability to Others:**
  the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule including:
  - i. the interest therein of Members;
  - ii. the organisers of recreational activities in respect of item 5 of Policy 2;
  - iii. a Voluntary Worker whilst engaged solely in work or duties on behalf of the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule.
- **c. in respect of Policy 3 – Voluntary Workers:**
  a Voluntary Worker whilst engaged solely in work or duties on behalf of the Body Corporate, Corporation, Owners Corporation, Plan or Company named on the Schedule.
- **d. in respect of Policies 4, 5, 7, and 9:**
  the Body Corporate, Corporation, Owners Corporation, Plan or Company named on the Schedule.
- **e. in respect of Policy 6 – Office Bearers' Legal Liability:**
  the past, present or future Office Bearers or committee members of the Body Corporate, 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;
  - iii. but does not include a Body Corporate Manager/Agent or any other contracted person(s), firm or company when acting in their professional capacity.

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General conditions

These General Conditions apply to all Policies. In addition to these General Conditions, each Policy will be subject to specific conditions.

If any of the General Conditions or specific conditions applicable to each Policy are not met We may refuse a claim, reduce the amount We pay or in some circumstances We may cancel the Policy. Any person covered by the Policy or claiming under it must also comply with these conditions.

1. Acts or omissions of Your Body Corporate Manager/Agent

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

2. Alteration of risk

In accordance with Your duty of disclosure under the *Insurance Contracts Act 1984*, You must promptly advise Us of any changes in the details of the information You have given Us, or if the nature of the occupation or other circumstances affecting Your Insured Property is changed in such a way as to increase the risk of 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.

3. Cancellation - how Your Policy may be cancelled Cancellation by You

You may cancel this Policy at any time by telling Us in writing. We will retain a portion of Premium which relates to the period for which You have been insured together with any non-refundable government taxes, administration fees or charges.

Cancellation by Us

We may cancel this Policy at any time as allowed by law by notifying You in writing of the date from which cancellation is to take effect. Notification will be delivered to the address last notified to Us and cancellation will take effect no earlier than 4.00pm on the date set out in the cancellation notice unless the Policy was in force by virtue of Section 58 of the *Insurance Contracts Act 1984* (Cth), whereby the cancellation will take effect from the fourteenth business day after the day on which notice was given to You.

4. Goods and Services Tax – how it affects any payments We make

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 Liability or other Policy limit including GST.
- **b.** registered for GST:
  - i. and We settle direct with the builder, repairer or supplier We will pay up to the Sum Insured, Limit of Liability or other Policy limit including GST; or
  - ii. when We settle direct with You We will pay up to the Sum Insured, Limit of Liability or other Policy limit and
  - iii. 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.

In these circumstances, the Input Tax Credit may be claimable through Your Business Activity Statement (BAS).

You must advise Us of Your correct Australian Business Number & Taxable Percentage. 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 (Cth) and related legislation as amended from time to time. Taxable Percentage is Your entitlement to an Input Tax Credit on Your Premium as a percentage of the total GST on that Premium.

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

5. Joint insureds

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, provided Our liability for any Sum Insured, Limit of Liability or other Policy limit for any one Event or Occurrence is not thereby increased. Any act, breach or non-compliance with the terms and conditions of this Policy committed by any one such party shall not be prejudicial to the rights and entitlements of the other insured party(ies), provided that the other insured party(ies) 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.

6. Excess

You must pay or contribute the amount of any Excess shown in the Policy or in the Schedule for each claim made. Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment.

With the exception of the Earthquake Excess as shown below, should more than one Excess be payable for any claim arising from the one Event, such Excesses will not be aggregated and the highest single level of Excess only will apply.

The Excess You have to pay or contribute to earthquake or seismological disturbance as shown in the Schedule applies for an Event that occurs during any one period of seventy-two (72) consecutive hours.

7. Reinstatement of Sum Insured

After We have admitted liability for a claim We will automatically reinstate the Sum Insured and/or Special Benefit limits to their pre-loss amount without any additional Premium having to be paid.

This condition does not apply:

- **a.** when We pay a total loss;
- **b.** when We pay the full Sum Insured;

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c. to Policy 6 – Office Bearers' Legal Liability

d. to Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses;

e. to Special Benefits 6 and 23 of Policy 1 – Insured Property.

8. Governing law and jurisdiction

This Policy is governed by the laws of the State or Territory of Australia in which this Policy is issued. Any dispute relating to this Policy shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which this Policy was issued.

9. Subrogation, recovery action & uninsured loss

We may at any time in consultation with You, at Our expense and in Your name, use all legal means available to You of securing reimbursement for loss or damage arising under Your Policy. In the event We do so, You agree to give all reasonable assistance for that purpose.

If You have suffered loss that was not covered by the Policy as a result of the incident, We may offer to attempt to recover this. You may also specifically ask Us to recover this for You.

You will need to give Us documents supporting Your loss. Before We include any uninsured loss in the recovery action We will also ask You to agree to the basis on which We will handle Your recovery action. Where required and within reason, You may need to contribute to legal costs in some circumstances.

10. Related Claims

For the purposes of applying any Excess or Limit of Liability, all loss otherwise recoverable under this Policy resulting from or in connection with:

a. one and the same act error or omission; or

b. a series of acts, errors or omissions arising out of or attributable to the same originating cause, or source; will be deemed to be one claim.

11. Severability/Non-imputation/Innocent Non-disclosure

Where this Policy insures more than one party, where one party:

a. failed to comply with the duty of disclosure; or

b. made a misrepresentation to Us before the Policy was entered into;

this shall not prejudice the right of any other insured person to indemnity as may be provided by this Policy provided that:

i. You were not aware of the failure or misrepresentation;

ii. as soon as is reasonably practicable upon becoming aware of any such conduct, You advise Us in writing of all known facts in relation to such conduct; and

iii. the conduct of the principals, partners and directors of the Insured are imputed to the Insured.

12. You must disclose all previous claims

Whether You are entering into a new insurance contract or renewing Your insurance with Us, You have a duty of disclosure under the *Insurance Contracts Act 1984*. When We ask You questions relevant to Our decision to insure You and on what terms, you have a duty to tell us anything that You know and what a reasonable person in the circumstances would know.

If You do not tell Us anything You are required to tell Us, We may cancel Your insurance or reduce the amount We will pay You if You make a claim, or both. If Your failure to tell us is fraudulent, We may reduce or refuse to pay a claim and treat the insurance as if it never existed.

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

a. renewal or insurance policy declined, cancelled or refused, or where any Excess was imposed;

b. claim refused by an insurer;

c. claim made; in relation to You;

because any of these may affect the Premium and extent of insurance.

CHU will notify You in writing of any effect a change may have on Your insurance.

For example We may be entitled to:

i. charge You an applicable additional Premium;

ii. impose (back dated) restrictions declining Your insurance back to when this information should have been advised to Us;

iii. decline to insure You;

iv. refuse a claim.

When renewing Your Policy with Us You must also advise Us of any changes to Your claims or insurance history .

General Exclusions

These General Exclusions apply to all Policies. In addition to these General Exclusions, each Policy will be subject to specific Exclusions.

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

any Act of Terrorism where such act is directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination.

2. Asbestos

liability to pay for personal injury or property damage caused by or arising directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos.

3. Electronic Data

Losses or damage to Electronic Data, except as provided for by Special Benefit 20 – Damaged Office Records, under Policy 1.

4. 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.

5. Nuclear

ionising radiation from, or contamination by radio-activity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

6. War, expropriation

war or warlike activities including invasion, act of a foreign enemy, hostilities (whether war is declared or not), civil war, rebellion,

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revolution, insurrection, use of military or usurped power, looting, sacking or pillage following any of these, or the expropriation of property.

7. Sanctions limitation and exclusion clause

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose Us to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

8. Communicable diseases

We will not pay for any loss, damage, liability, claim, cost or expense of any nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease, regardless of any other contributing cause or event.

9. Cyber Incident

We will not pay for any loss, damage, liability, claim, cost or expense directly or indirectly caused by, contributed by, resulting from, arising out of or in connection with any Cyber Incident.

Claims Conditions

1. What You must do

As soon as You discover that an Event likely to result in a claim has occurred, You must:

- **a.** take all reasonable steps to reduce the damage and to prevent any further damage;
- **b.** inform the police as soon as reasonably practicable following theft, vandalism, malicious damage or misappropriation of money or property.

2. What You must not do

Whatever the circumstances You must not:

- **a.** admit guilt or fault (except in court or to the Police);
- **b.** offer or negotiate to pay a claim;
- **c.** admit or deny liability;
- **d.** dispose of any damaged items without first seeking Our approval.

If You do then We will reduce our liability to the extent of any prejudice caused by Your acts.

3. How to make a claim

When You make a claim You may reasonably be required to:

- **a.** promptly inform CHU by telephone, in writing or in person. You may have to contribute towards Your claim if Your notification is outside of a reasonable timeframe and results in higher costs for Us or harms Our investigation opportunities. We will reduce Our liability to the extent of any prejudice caused by Your delayed notification;
- **b.** provide details of the Event and when requested complete and return Our claim form as soon as reasonably practicable together with all letters, documents, valuations, receipts or evidence of ownership that You have been asked to provide;
- **c.** provide written statements under oath if We reasonably require it;
- **d.** be interviewed about the circumstances of the claim;
- **e.** allow Us to inspect Your Insured Property and take possession of any damaged item if reasonable and required and to deal with it in a reasonable way;
- **f.** provide Us as soon as reasonably practicable 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. Claim preparation costs and fees

We will pay up to $30,000 for the reasonable cost of fees You necessarily incur with Our written consent, which We will not unreasonably withhold, in the preparation of a claim under this Policy.

Claims Condition 4 - Claim preparation costs and fees does not apply to Policy 4 - Workers Compensation and Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses.

5. Our approval needed for repairs

Except for essential temporary repairs permitted under Additional Benefit 2 - Emergency and temporary protection costs of Policy 1 – Insured Property, You are not authorised to commence repairs without Our approval which We will not unreasonably withhold.

6. Repairs or Replacement

We have the right to nominate the repairer or supplier to be used, and where reasonable We will seek Your cooperation in selecting the repairer or supplier. Unless We otherwise advise in writing, if after We have assessed Your claim, You are required to enter into a contract with a third party to replace or reinstate damaged Insured Property that We have agreed to pay, where reasonable depending on the claims circumstance You may need to enter into that agreement with the third party as Our agent.

7. You must assist Us

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

- **a.** comply with all the requirements of this Policy; and
- **b.** give Us all information and assistance which We reasonably require in relation to the claim and any proceedings.

8. 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.

9. Salvage value

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

10. Other insurance

If at the time any claim arises under this Policy there is any other insurance in force covering the same liability, in part or in full, You must notify Us as soon as practical of full details of such other insurance, including the identity of the insurer(s) and the policy number(s), and such further information as We may reasonably require.

Subject to the *Insurance Contracts Act 1984* (Cth), We reserve the right to seek a contribution from the other insurer(s).

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Policy 1 - Insured Property

What We insure

If selected and shown in the Schedule, We will insure You up to the Sum Insured shown for Policy 1 in the Schedule against Damage to Your Insured Property which occurs during the Period of Insurance.

Additional Benefits

When Your Sum Insured under Policy 1 is not otherwise expended We will pay the following incurred as a result of Damage to Your Insured Property that is admitted as a claim under Policy 1 for:

1. Architects' and professional fees, removal of debris

a. the cost of architects' fees, surveyors' fees and other professional fees;

b. the cost of 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 Damage;

c. the cost of dismantling, demolishing, shoring up, propping, underpinning, or other temporary repairs;

d. the cost of 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.

You necessarily incur in the Replacement of Your Insured Property.

2. Emergency and temporary protection costs

reasonable cost of temporary protection and safety or emergency repairs in pursuance of Your duty to minimise insured loss and avoid further losses.

We will not pay more than $7,500 for this Additional Benefit unless You first obtain Our written consent prior to You incurring costs in excess of this amount, which will not unreasonably be withheld .

3. Government fees, contributions or imposts

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.

4. Legal fees

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.

5. Emergency services

Damage to Your Insured Property 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.

6. Lot/Unit Internal wall coverings or paint

Where the Strata Legislation excludes paint and wallpaper within Lot Owners' Lots/Units from the definition of Building, and Your Sum Insured under Policy 1 is not otherwise expended in respect of any one Event We will pay for the cost of repainting or re-wallpapering the internal walls or ceilings of a Lot/Unit at Your Situation if they are Damaged by an Event claimable under Policy 1. Our liability under this Additional Benefit is limited to the room, hallway or passageway where the Damage occurs.

Special Benefits

The following Special Benefits are included in addition to Your Sum Insured for Policy 1.

1. Temporary Accommodation / Rent / contributions / storage

a. Temporary Accommodation

When You occupy Your Lot/Unit We will pay the reasonable cost of Temporary Accommodation You necessarily incur if Your Lot/Unit is made unfit to be occupied for its intended purpose due to:

i. Damage to Your Insured Property that is admitted as a claim under Policy 1; or

ii. reasonable access to or occupancy of Your Lot/Unit being prevented by Damage from an Event claimable under Policy 1 happening to other property in the immediate vicinity.

We will pay:

- under Clause a.i. from the time of the Event until the time You reoccupy Your Lot/Unit following completion of rebuilding, repairs or replacement; and
- under Clause a.ii. from the time of the Event until the time when access to Your Lot/Unit is re-established.

b. Rent

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Lot/Unit or Common Area We will pay the actual Rent You lose or would have lost if Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose due to:

i. Damage to Your Insured Property that is admitted as a claim under Policy 1; or

ii. reasonable access to or occupancy of Your Lot/Unit or Common Area being prevented by Damage from an Event claimable under Policy 1 happening to other property in the immediate vicinity;

iii. disruption to Your Tenants' occupancy of Your Lot/Unit or Common Area that is made partially unfit to be occupied for its intended purpose.

We will pay:

- under Clause b.i. from the time of the Event until the time Your Lot/Unit 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; and
- under Clause b.ii. from the time of the Event until the time when access to Your Lot/Unit or Common Area is re-established;
- under Clause b. iii, the cost You necessarily incur to abate the Rent of Your Tenant during this disruption from the time of the Event until the time when this disruption has ceased but in all not exceeding a maximum of three (3) months.

c. Disease, murder and suicide

We will pay for:

i. the cost of Temporary Accommodation You necessarily incur;

ii. the actual Rent You lose;

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if You are not permitted to occupy Your Lot/Unit or Common Area 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, except for Communicable Disease;
- murder or suicide; occurring at Your Situation.

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 for:

i. the cost of Temporary Accommodation You necessarily incur;

ii. the actual Rent You lose;

if Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from Damage by an Event claimable under Policy 1 happening to property belonging to or under the control of any such supply authority, provided the failure of services extends for more than forty eight (48) 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.

e. Cost of reletting

When You have leased out Your Lot/Unit or Common Area We will pay reasonable reletting costs up to $1,500 a Lot/Unit or Common Area if it is made unfit to be occupied for its intended purpose by:

i. Damage to Your Insured Property that that is admitted as a claim under Policy 1; and

ii. Your Tenant at the time of the Event subsequently advises they will not be reoccupying the Lot/Unit or Common Area they previously leased.

f. 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 Damage to Your Insured Property that is admitted as a claim under Policy 1.

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

g. Lot Owners' contributions and fees

We will pay, up to $2,000 per Lot/Unit, for contributions, levies, maintenance and other fees You are required to pay during the period Your Lot/Unit is made unfit to be occupied for its intended purpose due to Damage to Your Insured Property that is admitted as a claim under Policy 1.

h. Lot Owners' removal and storage costs

We will pay the reasonable costs You necessarily incur in:

i removing undamaged Lot Owners' Contents to the nearest place of safe keeping;

ii storing undamaged Lot Owners' Contents at that place or an equivalent alternate place;

iii returning undamaged Lot Owners' Contents to Your Situation when occupancy of their Lot/Unit is permitted;

iv insuring undamaged Lot Owners' Contents during such removal, storage and return;

following Damage to Your Insured Property that is admitted as a claim under Policy 1 that renders the Lot/Unit unfit to be occupied for its intended purpose.

i. Lot Owners' travel costs

When You have leased out Your Lot/Unit We will, if Your Lot/Unit is made unfit to be occupied for its intended purpose due to Damage to Your Insured Property that is admitted as a claim

under Policy 1 ,We will pay up to $250 per Lot/ Unit for reasonable travel costs You incur in visiting Your Lot/Unit for the purpose of consulting with claim adjusters and/or building repairers.

We will not pay unless You first obtain Our consent to incur such travel costs which will not unreasonably be withheld.

The combined total amount We will pay under Special Benefit 1 - Temporary Accommodation / rent / contributions / storage - a. to i. arising out of any one Event that is admitted as a claim under Policy 1 is limited to the percentage of the Building Sum Insured for Policy 1 as shown in the Schedule or such other percentage as We may agree in writing.

2. Emergency accommodation

When You occupy Your Lot/Unit for residential purposes We will pay up to $2,500 a Lot/Unit for the reasonable cost of emergency

accommodation You necessarily incur if Your Lot/Unit is made unfit to be occupied for its intended purpose due to:

a. Damage to Your Insured Property that is admitted as a claim under Policy 1; or

b. reasonable access to or occupancy of Your Lot/Unit being prevented by Damage from an Event claimable under Policy 1 happening to other property in the immediate vicinity.

3. Alterations/additions

When You make alterations, additions or renovations to Your Insured Property during the Period of Insurance We will during the construction period pay up to $250,000 for Damage to such alterations, additions or renovations by an Event claimable under Policy 1 – Insured Property 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;

but We will not pay if, under the terms and conditions of the contract You have signed with the builder, contractor or similar entity, such party is required to effect cover under a Contract Works or similar insurance policy that insures material damage.

4. Arson reward

We will pay a total 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 Damage to Your Insured Property is claimable under Policy 1. We will pay the reward to the person or persons providing

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such relevant information or in such other manner as We may reasonably decide.

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

We will pay up to $2,000 for the cost of increased usage, accidental discharge or additional management charges of metered electricity, gas, sewerage, oil and water You are required to pay following Damage to Your Insured Property that is admitted as a claim under Policy 1.

6. 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 occupying Your Insured Property without Your consent.

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

7. Fusion of motors

We will pay up to $5,000 for the cost of repairing or replacing an electric motor forming part of Your Insured Property damaged 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 replacing with 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 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

How We will settle Your Fusion claim

If Your Claim is accepted we will settle your claim reasonably in one of the following ways:

- **a.** repairing the Insured Property;
- **b.** replacing the Insured Property; or
- **c.** paying for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Fusion.

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.

8. Environmental improvements

If Damage to Your Insured Property is admitted as a claim under Policy 1 and 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 Policy 1, also pay up to $20,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy and grey water recycling systems.

9. Exploratory costs, Replacement of defective parts

We will pay for the reasonable exploratory costs You necessarily incur in locating the source of bursting, leaking, discharging or overflowing of tanks, apparatus or pipes used to hold or carry liquid of any kind.

We will also pay for reasonable costs incurred in:

- **a.** repairing the area of Your Insured Property Damaged by such exploratory work;
- **b.** repairing or replacing the defective part or parts of such tanks, apparatus or pipes, to a limit of $1,000;
- **c.** rectifying contamination Damage or pollution Damage to land at Your Situation caused by the escape of liquid, to a limit of $1,000.

We will not pay for any of these costs if the bursting, leaking, discharging or overflowing is caused by a building defect, building movement, faulty workmanship, rust, oxidation, corrosion, Wear and Tear, gradual corrosion, gradual deterioration, Earth Movement or by trees, plants or their roots.

10. 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.

11. Funeral expenses

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

12. Keys, lock replacement

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;

If the keys to Your Insured Property are stolen as a consequence of forcible entry into or out of:

- i. any building forming part of such property;
- ii. the premises of a keyholder; or
- iii. during the hold-up of a person who normally has the keys in their possession.

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We will not pay if there are reasonable grounds to believe the keys or codes have been stolen or duplicated by any occupant or previous occupant of Your Insured Property, or by their family or friends.

13. Landscaping

We will pay the lesser of one percent (1%) of the Building Sum Insured under Policy 1 or $100,000, 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 lost or damaged by an Event claimable under Policy 1.

For fallen trees or branches that have caused Damage to Your Insured Property, We will pay up to $5,000 for the reasonable professional costs You necessarily incur for their removal and disposal.

We will not pay for removal or disposal of trees or branches that have fallen and not Damaged Your Insured Property.

14. Modifications

When a Lot/Unit is occupied by the Lot Owner We will pay up to $25,000 a Lot/Unit for modifications to that Lot/Unit if the Lot Owner is physically injured and becomes a paraplegic or quadriplegic as the direct consequence of Damage to Your Insured Property that is admitted as a claim under Policy 1.

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 $25,000 for loss of Your money while in the personal custody of an Office Bearer or committee member of Yours, or of Your Body Corporate Manager/Agent 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 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 Sum Insured payable under Policy 1.

17. Personal property of others

We will pay up to $10,000 for the Indemnity Value of personal property of others (including employees) which is Damaged by an Event claimable under Policy 1 while in Your physical or legal control.

18. Pets, security dogs

When a Lot/Unit is occupied solely for residential purposes, We will pay up to $1,000 a Lot/Unit for the reasonable costs You necessarily incur for boarding pets or security dogs if the Lot/Unit is rendered unfit for its intended purpose by Damage to Your Insured Property that is admitted as a claim under Policy 1 and Temporary Accommodation does not allow pets or security dogs.

19. Purchaser's interest

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

20. Damaged Office 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 which are Damaged by an Event claimable under Policy 1, while anywhere in Australia.

21. Removal, storage costs

We will pay up to $25,000 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 Damage to Your Insured Property that is admitted as a claim under Policy 1.

22. Removal of squatters

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

We will not pay unless You first obtain Our consent to incur such legal fees which We will not unreasonably withhold.

23. Title deeds

We will pay up to $5,000 for the reasonable costs You necessarily incur in replacing Title Deeds to a Lot/Unit or Your Insured Property if Damaged by an Event claimable under Policy 1, while anywhere in Australia.

24. 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 that is not claimable under Policy 1.

Exclusions

1. We will not pay for Damage caused by or arising directly or indirectly from:

- **a.** Storm or Rainwater to retaining walls, or caused by Flood if shown in the Schedule as not selected;
- **b.** lack of maintenance, rust, oxidation, corrosion, mould, Wear and Tear, fading, concrete or brick cancer, developing flaws, wet or dry rot, gradual corrosion or gradual deterioration or, failure to maintain Your Insured Property in a reasonably good state of repair. This includes when the damage to the Insured Property is caused by light, air, sand, the climate (which includes wind or rain) or the passage of time;
- **c.** overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current. However We will pay if the Damage is due to:
  - i. Fusion of electric motors as covered under Special Benefit 7;

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ii. lightning;

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

iv. resulting fire damage;

d. any action of the sea, high water or high tide or tidal wave. However We will pay if the Damage is due to Tsunami;

e. Storm Surge;

f. 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 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;

g. underground (hydrostatic) water; however We will pay if the Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains;

h. 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;

i. inherent defect or latent defect

j. vermin, mice, rats, termites, insects, mildew, or by pecking, biting, chewing or scratching by birds or animals. However We will pay if any of these causes directly result in Damage from any other Event claimable under Policy 1 – Insured Property such as fire or glass breakage;

k. the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds;

l. water in swimming pools, spas or water tanks;

m. 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. smut or smoke from industrial operations (other than sudden or unforeseen Damage resulting therefrom);

o. 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.

2. We will not pay for Damage to:

a. glass caused by artificial heat, during installation or removal, which has a crack or imperfection, or is required to be insured by any other party in terms of an occupancy agreement;

b. carpets and other floor coverings resulting from staining, fading or fraying. However We will pay if the Damage directly results from any other Event claimable under Policy 1 – Insured Property;

c. boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting from the explosion thereof;

d. 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 which will not unreasonably be withheld ;

e. 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, which will not unreasonably be withheld, before the commencement of such work. However We will pay for Damage which results from any other Event claimable under Policy 1.

3. 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. Damage caused by non-rectification of an Insured Property defect, error or omission that You were aware of, or should reasonably have been aware of;

c. the cost of rectifying faulty or defective materials or faulty or defective workmanship, design or specification;

d. consequential loss, including but not limited to any:

i. loss of use;

ii. loss of contract;

iii. loss of profit/revenue;

iv. loss of opportunity;

v. loss of goodwill and/or reputational damage; or

vi. special damages;

other than specifically provided under an operative Additional Benefit or Special Benefit.

e. Wear and Tear.

Claims - how We will settle Your claim

1. Rebuilding, replacement or repair

If Your Insured Property is Damaged, and Your claim is accepted, after consultation with you, We will either rebuild, replace, repair or pay the amount it would cost to rebuild, replace or repair.

The amount We pay under Policy 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;

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 available We will use the nearest equivalent available to the original materials;

c. if it is lawful, and with Our prior written consent which will not unreasonably be withheld, 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;

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e. when We wish to rebuild, replace or repair and You do not want this to occur and submit a claim for cash settlement in lieu, We will only pay Indemnity Value which means We will:

i reduce the amount payable after due consideration of age and condition of the property at the time of loss, We will ensure any reduction of the amount payable is fair and reasonable;

ii not pay in excess of Indemnity Value of Your Insured Property; and

iii seek release from further liability under this Policy.

We will not pay under Policy 1 as part of the cost of Replacement for the cost to:

i. rebuild or replace Your undamaged Insured Property;

ii. rebuild, replace or repair illegal installations.

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 by any Public or Statutory Authority requirement which results in the reduction of the floor space ratio index, We will pay:

a. the difference between:

i. the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; and

ii. the estimated cost of Replacement at the time of Damage had the reduced floor space ratio index not applied;

alternatively We will pay:

b.

i. the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; plus

ii. the cost of purchasing an existing building or part thereof equivalent in size to the area by which the floor space ratio index has been reduced; or

iii. the cost of purchasing a block of land and the cost of Replacement thereon of Insured Property equivalent in size to the area by which the floor space ratio index has been reduced;

provided that Our liability does not exceed the estimated cost of Replacement at the time of Damage had the reduced floor space ratio index not applied

4. Land Value

We will pay the difference between Land Value before and after 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. Electronic data

We will pay the cost of reasonable and necessary expenses incurred to recreate, gather or assemble lost or damaged Electronic Data, but not the value of the Electronic Data to You or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

Special Provisions

1. Under Clauses 2., 3. and 4. above, Our liability is limited to the extent to which the Sum Insured for Policy 1 is not otherwise expended.
2. Under Clauses 2. and 4. above, any differences relating to value may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be final and binding.

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Policy 2 – Liability to Others

What We insure

If selected and shown in the Schedule, We will insure You up to the Limit of Liability shown in the Schedule for Policy 2, if You become legally responsible to pay compensation for Personal Injury or Property Damage resulting from an Occurrence in connection with the ownership of Your Common Area and Insured Property that happens during the Period of Insurance.

Further, We will pay:

- **a.** all legal costs and expenses incurred by Us;
- **b.** reasonable cost of legal representation You necessarily incur with Our written consent which we will not unreasonably withhold at a coronial inquest or inquiry into any death which may be the subject of a claim for compensation under Policy 2;
- **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;

in addition to the Limit of Liability shown in the Schedule for Policy 2.

For the avoidance of doubt, We agree to insure You up to the Limit of Liability specified in the Schedule for Policy 2 for:

1. Bridges, roadways, kerbing, footpaths, services

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from bridges, roadways, kerbing, footpaths, underground and overhead services You own at the Situation.

2. Car park liability

compensation You become legally responsible to pay for Personal Injury or Property Damage 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.

3. Fertiliser, pesticide, herbicide application

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from the application of any fertiliser, pesticide or herbicide to 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;
- **b.** Damage to Insured Property, or its improvements including gardens and lawns, to which the fertiliser, pesticide or herbicide was being applied.

4. Hiring out of sporting and recreational facilities

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from the hiring out of sporting or recreational facilities (such as but not limited to tennis courts or swimming pools) owned by You.

5. Recreational activities

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from recreational or social activities arranged for and on behalf of Lot Owners and occupiers of Lots/Units.

6. Services

compensation You become legally responsible to pay for Personal Injury or Property Damage arising out of the Service or Services You provide for the benefit, general use and enjoyment of Lot Owners and occupiers of Lots/Units at Your Situation.

Services includes local council requirements for contractors (e.g. garbage) to enter Your Insured Property to perform related services.

We will not pay for any act of negligence of any council contractors on their part.

7. Watercraft

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from any Watercraft (not exceeding eight (8) metres in length) owned by You, in Your possession or physical or legal control.

We will not pay if any such item is or should have been insured under legislation of the State or Territory of Australia in which it is being used.

8. Wheelchairs, garden equipment, other vehicles

compensation You become legally responsible to pay for Personal Injury or Property Damage 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.

9. Court appearance

We will pay compensation of $250 per day if We require a Member or Your Body Corporate Manager/Agent to attend a Court as a witness in connection with a claim under Policy 2.

Exclusions

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.
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 provided under the operative items of Policy 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.

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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 Policy 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 provided under the operative items of Policy 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, which We will not unreasonably withhold, to continue 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 ownership of Your Common Area and Insured Property under the terms of any written agreement with the company, person or firm appointed to manage ownership of Your Common Area and Insured Property 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 which 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:
   a. outside Australia;
   b. which are governed by the laws of a foreign country.

Definitions

The words listed below have been given a specific meaning and apply to Policy 2 when they begin with a capital letter.

Occurrence

means an Event, including continuous or repeated exposure to substantially the same general conditions, which 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; which 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 which has not been physically damaged or destroyed provided that the loss of use has been caused by an Occurrence;

   which happens during the Period of Insurance anywhere in Australia.

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Policy 3 – Voluntary Workers

What We insure

If selected and shown in the Schedule, We will pay to a Voluntary Worker, or that person's estate, the corresponding benefit set out in the Table of Benefits below in the event of such Voluntary Worker sustaining bodily injury during the Period of Insurance:

- **a.** whilst voluntarily engaged in work on Your behalf; and
- **b.** caused solely and directly by accidental, external and visible means; and
- **c.** which, independently of any other cause results in the following insured events.

Table of Benefits

Insured event	Benefit
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 up to a maximum of 104 weeks. The maximum benefit per week is:	$2,000
6.b. Partial Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Partial Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	$1,000
7. The reasonable cost of domestic assistance certified by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities – in respect of each week of disablement a weekly benefit not exceeding $500 up to a maximum of:	$5,000
8. The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury to obtain medical treatment – up to maximum of:	$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 up to a maximum of:	$2,500
10. The reasonable cost of burial or cremation of a Voluntary Worker up to maximum of:	$5,000

Exclusions

We will not pay any benefits with respect to any insured events referred to in the Table of Benefits above:

- **a.** arising out of intentional self-injury or suicide, or any attempted threat;
- **b.** 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;
- **c.** arising out of a Voluntary Worker being under the influence of alcohol or any drug, other than a drug prescribed by a qualified medical practitioner;
- **d.** to children under the age of twelve (12) years;
- **e.** for bodily injury that does not manifest itself within twelve (12) months of sustaining such bodily injury;
- **f.** arising out of a Voluntary Worker failing to procure and follow proper medical advice from a legally qualified medical practitioner;
- **g.** which is covered by Medicare, any workers' compensation legislation, any transport accident legislation, any common law entitlement, any government sponsored fund, plan or medical benefit scheme or any other insurance policy required to be effected by or under law;
- **h.** which would result in Us contravening the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth) or the *National Health Act 1953* (Cth);
- **i.** For more than one of insured events 6.a. and 6.b. in respect of the same period of time.
- **j.** Under insured events 6.a. and 6.b. in respect of persons not in receipt of wages, salaries or other remuneration from their personal exertion.

Conditions

The following conditions apply:

- **a.** If a Voluntary Worker becomes entitled to benefits under more than one of the insured events 1 to 5 in respect of the same bodily injury, the benefits payable will be cumulative up to one hundred percent (100%) of the benefit payable for insured event 1.
- **b.** After the occurrence of any one of the insured events 2 to 5 there will be no further liability under Policy 3 for these insured events in respect of the same Voluntary Worker.
- **c.** In the event of a claim involving the death of a Voluntary Worker We will be entitled to have a post- mortem examination carried out at Our expense.

Definitions

The words listed below have been given a specific meaning and apply to Policy 3 when they begin with a capital letter.

Partial Disablement

means partial disablement **which entirely** prevents a Voluntary Worker from carrying out the normal duties of such person's usual occupation, profession or business or, where such person engages in more than one occupation, profession or business, any of them.

Total Disablement

means total disablement **which entirely** prevents a Voluntary Worker from carrying out all of the normal duties of such person's usual occupation, profession or business or, where such person engages in more than one occupation, profession or business, all of them.

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Policy 4 – Workers Compensation

The Schedule will show if You are insured for worker's compensation for employees in the state or territory where Your Insured Property is situated.

When You are covered for worker's compensation for employees We will insure You for all amounts You become legally liable to pay to Your employees under the worker's compensation legislation in the state or territory in which Your Insured Property is situated.

Claims Conditions 4 – Claim preparation costs and fees, does not apply to this Policy 4.

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Policy 5 – Fidelity Guarantee

What We insure

If selected and shown in the Schedule, We will pay, up to the Sum Insured shown in the Schedule, in respect of fraudulent misappropriation of Your Funds committed during the Period of Insurance.

Exclusions

We will not pay for:

1. 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 which might exist whether effected pursuant to statute or otherwise;
2. any fraudulent misappropriation committed after the initial discovery of loss;
3. any losses arising out of fraudulent misappropriation committed prior to the commencement of Policy 5;
4. any claims arising out of losses discovered more than twelve (12) months after the expiry of Policy 5, or any renewal thereof.

Definitions

The word listed below has been given a special meaning and applies to Policy 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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Policy 6 – Office Bearers' Legal Liability

What We insure

If selected and shown in the Schedule, We will subject to any Excess specified in the Schedule:

- pay on Your behalf all Loss for which You are not indemnified by Your Body Corporate; or
- pay on behalf of Your Body Corporate all Loss for which they grant indemnification to You, as permitted or required by law, or for which Your Body Corporate is vicariously liable at law,

arising from any Claim:

a. first made against:
   i. You, individually or otherwise; or
   ii. Your Body Corporate Manager/Agent while acting as an Office Bearer; during the Period of Insurance; and b. reported to Us during the Period of Insurance or within thirty (30) days thereafter.

Provided that Claims which do not comply with all of Clause a. and b. of this insuring clause are not, other than as provided under Special Benefit 2 – Continuous cover of Policy 6 – Office Bearers' Legal Liability, the subject of this insurance or any indemnity.

The amount payable in respect of all Claims under Policy 6 will not in the aggregate exceed the Limit of Liability stated in the Schedule, inclusive of claimant's costs and expenses and Defence Costs incurred by Us, during the currency of any one Period of Insurance.

Special Benefits

1. Payment of Defence Costs

In relation to any Claim under Policy 6:

a. where indemnity has been confirmed by Us in writing, We will pay Defence Costs arising from such Claim;

b. where indemnity has not been confirmed by Us in writing, We will:
   i. where We conduct the defence or settlement of such Claim, pay Defence Costs arising from such Claim; or
   ii. in any other case, reasonably decide to pay the Defence Costs arising from such Claim.

Provided always that in the event the Claim is withdrawn or that indemnity under Policy 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 You were not entitled to such Defence Costs, unless We agree in writing to waive recovery of such Defence Costs.

2. Continuous cover

Should a Claim, fact or circumstance arise which should have been or could have been notified to Us during a prior Period

of Insurance of Policy 6 or under an earlier Office Bearers' Legal Liability Insurance Policy issued by Us, We will accept the notification of such Claim, fact or circumstance under Policy 6.

Provided always that:

a. We have continuously been the Insurer under an Office Bearers' Legal Liability Insurance Policy 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 Benefit 2 – Continuous Cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Policy 6 under which the notification should have or could have been given.

3. Extended period of cover

Should a Claim, fact or circumstance arise within a period of thirty (30) days following the expiry date of Policy 6 and Your renewal instructions have not been received We will, subject to Your renewal instructions being received by Us within that period, accept the notification of such Claim, fact or circumstance under Policy 6.

Provided always that the terms and conditions applicable to this Special Benefit 3 – Extended period of cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Policy 6 during the immediate prior Period of Insurance.

Exclusions

We will not pay for:

1. Claims arising from circumstances which You knew of prior to the Policy 6 inception, or a reasonable person in the circumstances could be expected to know, to be circumstances which may give rise to a Claim against You;

2. any dishonest or fraudulent act, criminal act or malicious act or omission of Yours or of any person at any time employed by You, but this exclusion will not apply to the costs incurred by You in successfully defending any Claim or suit made against You;

3. Claims for death, bodily injury, sickness, disease (including Communicable Disease), or damage to property. However this exclusion will not apply to loss or damage to Documents which 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 Legislation applying where Your 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 were not legally entitled or for which You may be held accountable to the Body Corporate or any individual Member thereof;

8. monies or gratuity given to You without authorisation by the Body Corporate where such authorisation is necessary pursuant to the Articles of the Body Corporate or prescribed law;

9. a conflict of duty or interest of Yours;

10. any intentional exercise of the powers of You for a purpose other than the purpose for which such powers were conferred by the Articles of the Body Corporate;

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 Benefit 2 – Continuous Cover of Policy 6;

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12. Claims first notified to Us after the expiry of Policy 6, except as otherwise provided in Insuring Clause b. of Policy 6;
13. Claims brought against Your Body Corporate Manager/Agent, other than as covered under a. ii. of the Insuring Clause hereof, or other contracted person(s), firm or company when acting in their professional capacity;
14. Claims brought against You in a Court of Law outside Australia.

Conditions

Defence and 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 could have been settled including the costs and expenses incurred up to the date of such refusal.

The amount for which the Claim could have been settled (including the costs and expenses incurred up to the date of such refusal) is either:

- **a.** the amount for which the claimants offer to settle the Claim; or
- **b.** the amount assessed by a Senior Counsel, taking into account:
  - i the economics of the matter;
  - ii the damages and costs which are likely to be recovered from the claimants;
  - iii the likely defence costs; and
  - iv your prospects of successfully defending the claim.

If you and we cannot agree on the Senior Counsel, we will ask the President of the Bar Association in the relevant State or Territory to nominate one.

We will include the cost of the Senior Counsel's opinion in your defence costs.

Reporting and notice

A specific Wrongful Act will be considered to have been first reported to Us:

- **a.** at the time You first give written notice to Us that a Claim has been made against You for such Wrongful Act; or
- **b.** at the time You first give written notice to Us:
  - i. having the potential of giving rise to a Claim being made against You;
  - ii. of the receipt of written or oral notice from any party that it is the intention of such party to hold You responsible for such Wrongful Act;

whichever first occurs.

Definitions

The words listed below have been given a specific meaning and apply to Policy 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) in the investigation, defence, monitoring or settlement of any Claim or proceedings and appeals therefrom together with the costs of appeal.

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 appointed by the Body Corporate to act as an Office Bearer or committee member in terms of the Strata Legislation applying where Your Insured Property and Common Area is situated;
- **b.** a Body Corporate 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 the Body Corporate affairs.

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 the Body Corporate; 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 Body Corporate.

Where any such Wrongful Act results in more than one Claim 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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Policy 7 – Machinery Breakdown

What We insure

If selected and shown in the Schedule, We will insure You up to the Sum Insured for Policy 7 shown in the Schedule against Insured Damage provided that the Insured Item is within Your Situation and is in the ordinary course of working at the time Damage occurs.

The amount We pay will:

- be calculated in accordance with the clause herein titled 'Claims - how We will settle Your claim';
- be subject to the application of any Excess shown in the Schedule; and
- not exceed the Sum Insured stated in the Schedule.

Additional Benefits

Additional Benefits are included when the Sum Insured under Policy 7 is not otherwise expended in respect of any one Event. We will pay for the reasonable cost of:

1. expediting repair including overtime working;
2. express or air freight;
3. replacing oil and refrigerant gas from air-conditioning units or refrigeration units;
4. hiring a temporary replacement item provided such cost is necessary to maintain a vital service provided by You.

These costs must be incurred as the result of Insured Damage.

Special Benefit

Special Benefit for Loss of Rent and/or Temporary Accommodation following a breakdown of plant and equipment is included in addition to the Sum Insured under Policy 7.

We will pay for the reasonable cost of:

1. the cost of Temporary Accommodation You necessarily incur;
2. the actual Rent You lose;

if Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose by the breakdown of plant and equipment resulting from Damage by an Event claimable under Policy 7 provided the breakdown of plant and equipment extends for more than seven (7) days We will pay from the time of the breakdown of plant and equipment until the time such plant and equipment is repaired or replaced.

Unless otherwise agreed in writing, Our liability for Loss of Rent or Temporary Accommodation will be limited up to a maximum of twenty percent (20%) of the amount shown in the Schedule as applying to Policy 7, and not exceeding a maximum of thirty (30) days following the breakdown of plant and equipment.

Exclusions

We will not pay for:

1. Damage caused by:
   - **a.** Wear and Tear;
   - **b.** chipping, scratching or discolouration of painted, polished or finished surfaces;
   - **c.** the deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving which 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;
   - **d.** the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions, rust, Erosion, corrosion, oxidation or ordinary use;
   - **e.** the tightening of loose parts, recalibration or adjustments;
   - **f.** the carrying out of tests involving abnormal stresses or the intentional overloading of any Insured Item.
2. Damage to:
   - **a.** glass 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, including electrical and electronic glass bulbs, tubes, lamps, x-ray tubes, electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;
   - **g.** 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;
   - **h.** plant which has been hired or is on loan unless We specifically agree in writing.
3. consequential loss of any kind, including but not limited to loss of use, loss of contract, loss of profit/revenue, loss of opportunity, loss of goodwill and/or reputational damage, or special damages, other than that which is specifically stated.
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.

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6. Damage which 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 - how We will settle Your claim

If Your claim is accepted, We will, in consultation with You, settle Your claim by repairing or replacing the Insured Item, or paying 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 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.

Definitions

The words listed below have been given a specific meaning and these specific meanings apply to Policy 7 when the words begin with a capital letter.

Insured Damage

means Damage which occurs during the Period of Insurance and requires repair or Replacement to allow continuation of use, other than by a cause:

- **a.** which is covered under Policy 1 – Insured Property; or
- **b.** which is not claimable under Policy 7 – Machinery Breakdown.

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; that forms part of Your Insured Property or its services.

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Policy 8 – Catastrophe Insurance

What We insure

If selected and shown in the Schedule, We insure You up to the Sum Insured shown for Policy 8 in the Schedule, against the Escalation in the cost of Replacement of Your Insured Property if it is destroyed, or it is assessed as a constructive total loss, following a loss which occurs during the Period of Insurance:

1. **a.** due to a Catastrophe; or

   b. other Event which occurs not later than sixty (60) days after a Catastrophe, provided Your Insured Property has been continuously insured with Us for that period; and

2. the Event giving rise to the loss is admitted as a claim under Policy 1 – Insured Property.

Special Benefits

Special Benefits are included in addition to the Sum Insured for Policy 8.

The total amount We will pay under Special Benefits 1 to 4 arising out of any Event claimable under Policy 8 is limited to the percentages shown hereunder of the Sum Insured for Policy 8 or such other percentage as We may agree in writing.

- **a. Special Benefit 1.** Fifteen percent (15%);
- **b. Special Benefit 2.** Five percent (5%);
- **c. Special Benefit 3.** and **4.** combined Five percent (5%);

1. Temporary Accommodation / Rent - extended period of cover

a. Temporary Accommodation

When You occupy Your Lot/Unit We will pay the reasonable cost of Temporary Accommodation You necessarily incur if Your Lot/Unit 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 1.b. of 'What We insure'; and
- the Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property.

We will pay from the time indemnity provided under Special Benefit 1.a. of Policy 1 – Insured Property is expended until the time You reoccupy Your Lot/Unit following completion of rebuilding, repairs or Replacement.

b. Rent

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Lot/Unit or Common Area We will pay the actual Rent You lose or would have lost if Your Lot/Unit or Common Area 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 1.b. of 'What We insure';
- and Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property.

We will pay from the time indemnity provided under Special Benefit 1.b. of Policy 1 – Insured Property is expended until the time Your Lot/ Unit 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 – escalation in cost

When You occupy Your Lot/Unit We will pay for Escalation In The Cost of Temporary Accommodation You necessarily incur if Your Lot/Unit 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 1.b. of 'What We insure';
- and the Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property.

We will pay from the time Temporary Accommodation is obtained until the time You reoccupy Your Lot/Unit 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 Damage to Your Insured Property is due to:

- the happening of a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure';
- and the Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property.

The amount We pay will be reduced by any amount payable for such costs under Policy 1 – Insured Property.

4. Cost of Evacuation

When You occupy Your Lot/Unit for residential purposes We will pay for the Cost of Evacuation You, or any person or persons permanently residing with You at the time immediately prior to such a happening, necessarily incur following an order issued by a Public or Statutory Authority, Body, entity or person so empowered by law, to evacuate Your Lot/Unit:

- due to the happening of a Catastrophe; and
- the Damage to Your Lot/Unit is admitted as a claim under Policy 1 – Insured Property.

Any Cost of Evacuation so payable will be reduced by any amount paid or payable by way of compensation by any Public or Statutory Authority.

Claims - how We will settle Your claim

The basis upon which the amount payable as escalation 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 insure'; and

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b. the greater of either:

i. the cost that would have applied to rebuild, repair or replace Your Insured Property in terms of Policy 1 – Insured Property immediately prior to the Catastrophe; or

ii. the Sum Insured in force under Policy 1 – Insured Property at the time of the Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure'.

Special Provisions

1. No payment will be made under Policy 8 until such time as the greater amount determined in accordance with the provisions of Clause b. of 'Claims – how We will settle Your claim' 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 Policy 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 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 as a result of Damage to Your Insured Property;
   - **e.** fees, contributions or imposts payable to any Public or Statutory Authority to obtain consent to rebuild, replace or repair 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 Policy 8 may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be binding.

Conditions

Policy 8 is subject to the same terms, conditions and exclusions as Policy 1 – Insured Property and except as they may be expressly varied herein.

Definitions

The words listed below have been given a specific meaning and apply to Policy 8 when they begin with a capital letter.

Catastrophe

means an Event which 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.

Cost of Evacuation

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.

Escalation in the Cost of Temporary Accommodation

means, when a Lot/Unit in Your Insured Property is occupied by a Lot Owner, the difference between:

a. the amount of money payable for rental of a residential building or similar type accommodation of substantially the same size, containing similar facilities and in an equivalent suburban environment as Your Insured Property, following a Catastrophe or other loss referred to in Clause 1.b. of 'What We insure'; and

b. the cost of Temporary Accommodation that would have applied had the Catastrophe not occurred.

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Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses

This Policy 9 is issued on a Claims made basis. This means Parts A, B and C of Policy 9 respond to Claims first made against You during the Period of Insurance and notified to Us during the same Period of Insurance.

Part A: Government Audit Costs

What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part A: Government Audit Costs of Policy 9 in the Schedule, for Professional Fees You reasonably incur with Our written consent, which We will not unreasonably withhold, in connection with an Audit first notified to You verbally or in writing during the Period of Insurance or within thirty (30) days thereafter.

We will not pay more than the Sum Insured for Part A: Government Audit Costs for:

- **a.** any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;
- **b.** all Claims reported in any one Period of Insurance.

Additional benefit

1. Record Keeping Audit

We will pay up to $1,000 in any one Period of Insurance for Professional Fees You reasonably incur with Our written consent, which We will not unreasonably withhold in connection with a Record Keeping Audit.

Exclusions

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, which We will not unreasonably withhold.
- **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 Policy 9; or
  - iii. 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.** if You breach any conditions in this Policy, including failing to comply with any requirement imposed by any relevant legislation or failing to do what We require You to 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.

Conditions

1. We require You to:

- **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;
- **c.** upon becoming notified of an Audit or impending Audit promptly inform CHU by telephone, in writing or in person;
- **d.** obtain CHU's written approval, which We will not unreasonably withhold, before engaging a Professional Adviser, other than Your accountant, and notify them of all Professional Fees Your accountant proposes to charge.

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.

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Part B: Appeal Expenses - common property, health and safety breaches

What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part B: Appeal Expenses of Policy 9 in the Schedule for Appeal Expenses You necessarily incur with Our consent, which We will not unreasonably withhold, in appealing against:

a. the imposition of an improvement or prohibition notice under any workplace, occupational health, safety or similar legislation applying where Your Insured Property is situated; or

b. the determination under any workplace occupational health, safety or similar legislation applying where Your Insured Property is situated of a review committee, arbitrator, tribunal or Court.

We will not pay:

a. 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 Period of Insurance or within thirty (30) days thereafter;

b. more than the Sum Insured for Part B for:

i. any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;

ii. all Claims reported in any one Period of Insurance.

The imposition of an 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.

Part C: Legal Defence Expenses

What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part C: Legal Defence Expenses of Policy 9 for Legal Defence Expenses You necessarily incur with Our written consent, which We will not unreasonably withhold, in connection with litigation arising out of a Claim made or brought against You less any Excess shown in the Schedule:

a. in connection with the ownership of Your Common Area and Insured Property;

b. under the *Competition and Consumer Act 2010* (Cth) 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 racial or sexual discrimination Legislation.

We will not pay:

a. unless:

i. any such Claim is first made or first brought against You during the Period of Insurance;

ii. You report it to Us during that Period of Insurance or within thirty (30) days thereafter;

iii. there are reasonable grounds for the defence of any such Claim.

b. more than the Sum Insured for Part C: Legal Defence Expenses for:

i. any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;

ii. all Claims reported in any one Period of Insurance.

Excess

For each and every Claim You must, pay or contribute a minimum amount of $1,000 unless otherwise shown in the Policy Schedule.

Exclusions

1. We do not insure Legal Defence Expenses for any Claim:

a. which You have pursued or defended without Our written consent, which We will not unreasonably withhold;

b. which You have pursued or defended contrary to or in a different manner from that advised by the Appointed Representative;

c. arising from an act, omission, liability or Event for which indemnity is otherwise provided under Policy 2 – Liability to Others and Policy 6 – Office Bearers' Legal Liability or would have been provided Policy 2 – Liability to Others and Policy 6 – Office Bearers' Legal Liability were operative;

d. arising from circumstances that You knew of prior to the inception of this Policy, or 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. which 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 in the Schedule, except as otherwise provided by Condition 4 Continuous Cover;

i. first notified to Us more than thirty (30) days after the expiry of this Policy, except as otherwise provided by Condition 4 – Continuous Cover.

2. We will not be liable for:

a. the cost of litigation or proceedings initiated by You;

b. the payment of any compensation or damages of any kind other than Your liability to pay fees, expenses and disbursements of other persons or entities by reason of an order of any Court, Arbitrator or Tribunal.

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Conditions

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, which We will not unreasonably withhold, at least five (5) 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) 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 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, which We will not unreasonably withhold, 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, which We will not unreasonably withhold, to incur Legal Defence Expenses in the defence of any Claim instituted against You. The granting of any such consent will not be unreasonably withheld after You have given notice to Us of any occurrence or circumstance that might result in a Claim being made or proceedings instituted against You.

4. Continuous cover

Should a Claim arise which should have been or could have been notified to Us during a prior Period of Insurance when this Policy was operative, We will accept the notification of such Claim.

Provided always that:

- **a.** We have continuously been the insurer 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 Condition 4 – Continuous Cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Policy under which the notification should have or could have been given.

5. 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 give a complete and truthful account of the facts of the case, shall supply all relevant documentary and other evidence in Your possession relating to the Claim, will obtain and sign all relevant documents required to be obtained and signed and will attend any meetings or conferences when reasonably requested.

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 reasonably accept or refuse such nomination and provide You with Our reason for reaching this nomination.

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 possible if You receive an offer to settle a Claim.

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 relevant 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 this Policy. 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.

Definitions

The words listed below have been given a specific meaning and apply to Policy 9 when they begin with a capital letter.

Appeal Expenses

means legal costs, professional costs and other disbursements

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necessarily and reasonably incurred with Our consent, which We will not unreasonably withhold, in connection with a Claim brought against You.

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 this Policy.

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.

Claim, Claims
means:

- **a.** a written or verbal advice of intent to initiate legal proceedings or a civil or criminal action against You; or
- **b.** a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading against You; or
- **c.** a criminal proceeding commenced by a summons or charge against 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 which 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.** fees, expenses and disbursements incurred by persons or entities other than You in so far as You are liable to pay such fees, expenses and disbursements by reason of an order of any Court, Arbitrator or Tribunal;
- **c.** 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 which 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 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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Policy 10 - Lot Owners' Fixtures and Improvements

What We insure

If selected and shown in the Schedule and You have exhausted the Sum Insured under Policy 1 - Insured Property We insure You up to the Sum Insured shown for Policy 10 in the Schedule for Damage to Lot Owners' Fixtures and Improvements. The Event must be claimable under Policy 1 and must occur during the Period of Insurance.

Policy 10 is subject to the same terms, conditions and exclusions as Policy 1 – Insured Property as they may be expressly varied herein.

Claims - how We will settle Your claim

If Lot Owners' Fixtures and Improvements are Damaged, and Your claim is accepted, We will either replace, repair or pay the amount it would cost to replace or repair.

The amount We pay under Policy 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;
- **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.

Definition

The word listed below has been a specific meaning and applies to Policy 10 when it begins with a capital letter.

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 Building so as to become legally part of it, including any improvements made to an existing fixture or structure.

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Residential Strata Insurance Plan
Product Disclosure Statement and Policy Wording

CHU

Phone: 1300 361 263

Email: info@chu.com.au

www.chu.com.au

102520-05/2021

CHU Underwriting Agencies Pty Ltd ABN 18 001 580 070 (AFS Licence No: 243261) is an underwriting agency acting on behalf of the insurer: QBE Insurance (Australia) Limited ABN 78 003 191 035 (AFS Licence No: 239545)

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STRATA PLAN

Annexure to Form 1 Statement

tuckfields
CONVEYANCING

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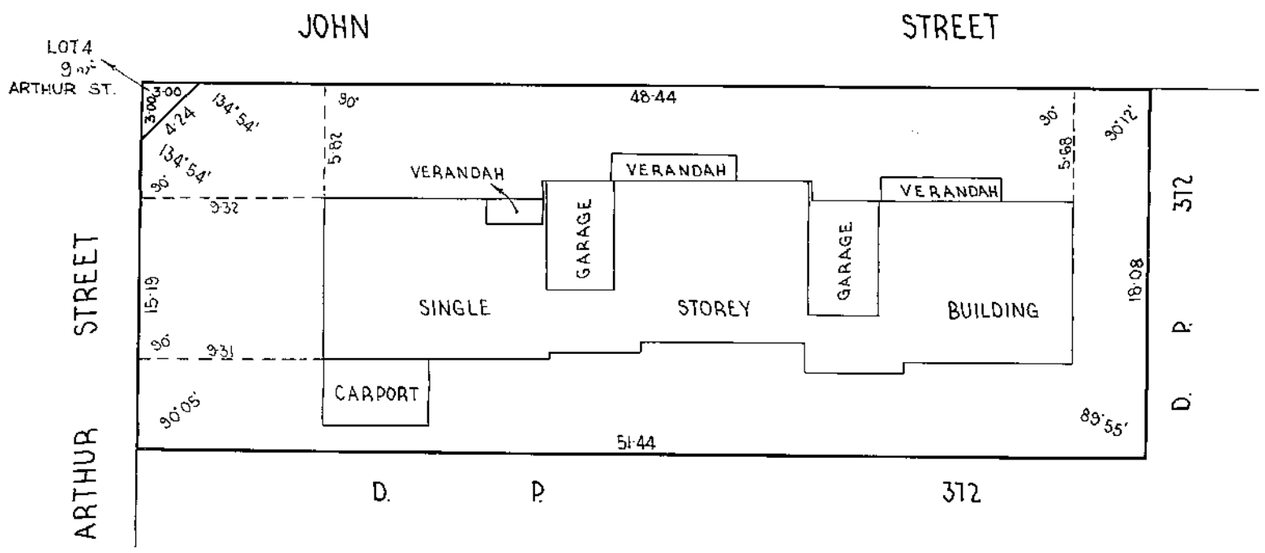
STRATA PLAN NUMBER
SP 5398

ACCEPTED FOR DEPOSIT
pro Registrar-General
5 / 4 /1983

Reference Map No. 6628-42-b

COUNCIL
City of Payneham

THIS IS SHEET 1 OF 3 SHEETS



HD. OF ADELAIDE
PT. SEC. 285
PT. LOT 75 OF D.P. 372
in the area named
PAYNEHAM

C.T. Reference :- Vol. 1536 Fol. 171

MICROFILMED
12.4.83

Note: Data from F.P. 18622 (X 23681)

SITE PLAN
Scale :-
metres 0 5 10 15 20 metres
AREA :- 923 m²

B.T. O'CALLAGHAN & ASSOCS.
Licensed Surveyors
Engineering Surveyors
47 Wakefield St., Adelaide 5000
Phone 223-5316
REF :- J3603

BARRY THOMAS O'CALLAGHAN

... second ... December 1982

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STRATA PLAN NUMBER

SP 5398

ACCEPTED FOR DEPOSIT

pro Registrar-General

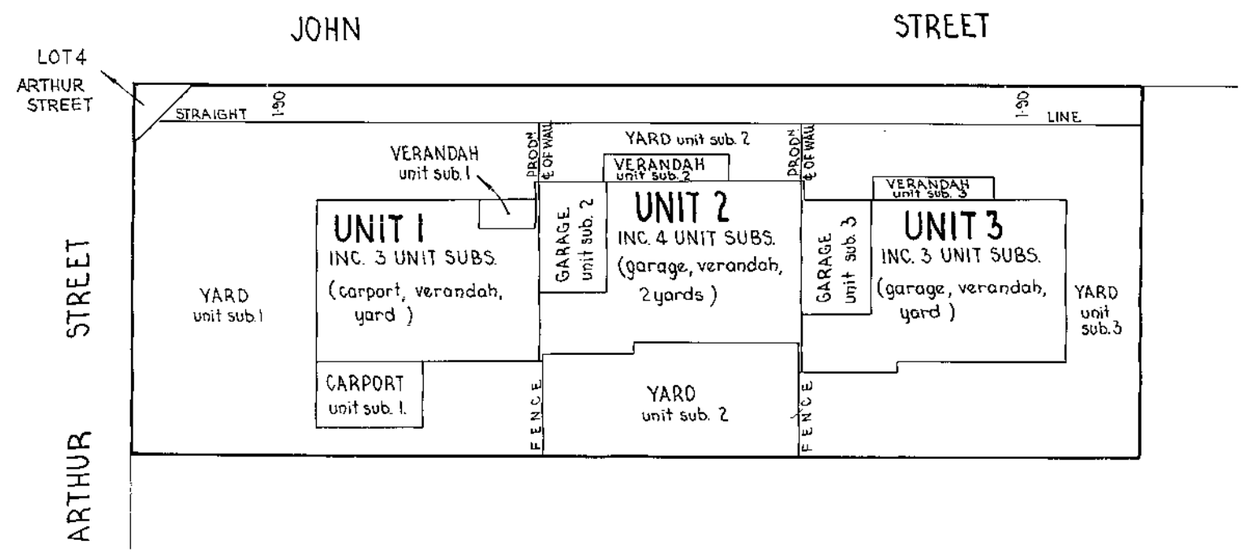
5 / 4 /1983

Reference Map No. 6628-42-b

COUNCIL

City of Payneham

THIS IS SHEET 2 OF 3 SHEETS



MICROFILMED

12.4.83

NOTE:-

1. The lower and upper boundaries of the unit subsidiaries shown as yards are 0·91 metres below and 6·00 metres above existing ground level respectively except where limited by the eaves of the existing building

2. The boundary of a unit subsidiary where it abuts a unit is a plane parallel to and 0·02 metres distant from the external walls of the unit

FLOOR PLAN

Scale:-

metres 0 5 10 15 20 metres

B.T. O'CALLAGHAN & ASSOCS.
Licensed Surveyors
Engineering Surveyors
47 Wakefield St, Adelaide 5000
Phone 223-5316
REF:- J3603

Docusign Envelope ID: 6A8E9730-588F-4C46-801B-14C38D5B5B37

SCHEDULE OF UNIT ENTITLEMENT

UNIT Nº	UNIT ENTITLEMENT	UNIT Nº	UNIT ENTITLEMENT	UNIT Nº	UNIT ENTITLEMENT
1	1				
2	1				
3	1				
				AGGREGATE	
				COMMON PROPERTY	
				ROAD or RESERVE ALLOTMENTS	
				4	
AGGREGATE	3	AGGREGATE			

STRATA PLAN NUMBER
SP 5398

Authenticated vide
Application No. 5011638
and Accepted for Deposit

pro Registrar-General
5/4/1983

THIS IS SHEET 3 OF 3 SHEETS

MICROFILMED
12.4.83

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SOUTH AUSTRALIAN METROPOLITAN FIRE SERVICE: HOME FIRE SAFETY INFORMATION

Annexure to Form 1 Statement

tuckfields
CONVEYANCING

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Government of South Australia

SOUTH AUSTRALIAN METROPOLITAN FIRE SERVICE

HOME FIRE SAFETY INFORMATION

For further advice contact the Community Safety Department
South Australian Metropolitan Fire Service on 8204 3611

METROPOLITAN FIRE SERVICE SOUTH AUSTRALIA

DOMESTIC SMOKE ALARMS
SOUTH AUSTRALIAN LEGISLATION

Since legislation is often written in language that is hard to understand, the following is a plain language interpretation of the legislative requirements.

What types of buildings are required to have smoke alarms?

Regulation 76B of the Regulations under the Development Act, 1993 requires that smoke alarms complying with Australian Standard 3786 be fitted to all "Class 1 and 2 buildings."

Compliance with Australian Standard 3786 will be shown on the smoke alarm packaging.

"Class 1 and 2 buildings" means:

- Any single dwelling including detached houses or attached houses such as row houses, terrace houses, town houses, villa units, etc.
- A boarding house, guest house, hostel or the like with a total floor area not exceeding 300m^2 and in which not more than 12 persons would ordinarily be resident.
  Note: Larger buildings of these types will require a commercial type fire alarm system.
- Any building containing 2 or more *sole-occupancy units* each being a separate dwelling (ie. flats, motel units, apartments and the like) where the building is not required to be fitted with a commercial type fire alarm system.

New Buildings -
Building Approval on or after 1st January 1995

Since the 1st January 1995, smoke alarms have been required in all new homes in South Australia. These alarms must be hard wired to the 240 volt mains power supply unless the dwelling is not connected to such a supply. They should also be fitted with a battery to provide power in case of a supply failure. In dwellings not connected to mains power, the South Australian Metropolitan Fire Service (MFS) recommends the installation of smoke alarms powered by 10 year life, non-replaceable, non-removable, permanently connected batteries.

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Smoke Alarms – SA Legislation

Existing Buildings –
Building approval before 1st January 1995

Change Of Ownership on or after 1st February 1998

From the 1st February 1998, if the land on which any building covered by this legislation is built undergoes a change of ownership (whether before or after 1st January 2000), the new owner must, within 6 months of title transfer, install smoke alarms either:

- hard wired to the 240 volt household power supply (unless the dwelling is not connected to such a supply); or
- powered by 10 year life, non-replaceable, non-removable, permanently connected batteries.

No Change Of Ownership since 1st February 1998

All existing buildings to which this legislation applies, unless subject to other requirements listed above, must be fitted with smoke alarms by **1st January 2000**. These alarms may, as a minimum, be powered by a 9 volt battery.

How many smoke alarms and where?

Every dwelling must be assessed individually to ensure that in the event of a fire occupants of every bedroom in the dwelling will receive an audible warning so that they may safely evacuate.

Some general considerations:

- The smoke alarms should be positioned to protect the escape routes from the bedrooms. In a passage way the alarm should be between the living area and the first bedroom.

- If bedrooms are located in separate parts of the dwelling the escape route from each sleeping area should be protected by at least one smoke alarm.

- If the dwelling is two- or multi-storeyed, in addition to the above considerations, smoke alarms should be located on each level in the vicinity of the stairs to ensure early warning of fire outbreak on a level not currently occupied.

- Where more than one smoke alarm is required, the MFS strongly recommends that they be *interconnected.* Interconnected alarms sound simultaneously when one of them senses smoke thus warning occupants in all parts of the dwelling. **Note:** Not all smoke alarms are interconnectable. Ensure that you buy interconnectable alarms for this purpose.

For further advice ring the Community Safety Department 8204 3611
Country callers 1300 737 637
e-mail communitysafety@samfs.sa.gov.au or
visit our website www.mfs.sa.gov.au
or call in to 99 Wakefield Street, Adelaide during business hours.