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FORM 1 - Vendor's Statement

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

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Preliminary

To the purchaser:

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

PART A – PARTIES AND LAND

1 Purchaser: _____

Address: _____

☐

2 Purchaser's registered agent: _____

Address: _____

3 Vendor: 925 ESCAPEES PTY. LTD. (ACN: 622 568 263)

Address: 52/55 MELBOURNE STREET NORTH ADELAIDE SA 5006

☑

4 Vendor's registered agent: KLEMICH REAL ESTATE ADELAIDE

Address: SUITE 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*]

LOT 3 IN PRIMARY COMMUNITY STRATA PLAN 27186 IN THE AREA NAMED CAMPBELLTOWN HUNDRED OF ADELAIDE BEING THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE VOLUME 6092 FOLIO 630 AND KNOWN AS UNIT 3/1 DENMEAD AVENUE CAMPBELLTOWN SA 5074

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:

52/55 MELBOURNE STREET NORTH ADELAIDE SA 5006

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

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

SOLD@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:

SUITE 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.

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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,

925 ESCAPEES PTY. LTD. (ACN: 622 568 263)

of

52/55 MELBOURNE STREET NORTH ADELAIDE SA 5006

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: 9/9/2025 Signed: Signed by: Keith Lai DCEA70FDA569446...

Date: _____ Signed: _____

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

To the purchaser:

I,

LAUREN PRICE OF J.S.A MANAGEMENT PTY LTD

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

Exceptions:

NIL

Date: 09/09/2025 Signed: Lauren Price

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

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SCHEDULE – DIVISION 1

PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND

(section 7(1)(b))

Note –

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

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

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

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

TABLE OF PARTICULARS

Column 1	Column 2	Column 3

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

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

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

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

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

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

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

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

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

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

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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? *If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):*	**NO**
	Number of mortgage (if registered): 13431591 Name of mortgagee: COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)	
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? *If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* PROPERTY INTEREST REPORT PAGES 11-12 Description of land subject to easement: PORTION OF THE LAND IN THE SAID CERTIFICATE OF TITLE Nature of easement: STATUTORY EASEMENT TO SA POWER NETWORKS – REFER PAGES 11-12 OF PROPERTY INTEREST REPORT 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):	**YES**
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? *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?	**YES/NO**

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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):* N/A Nature of condition(s):	☐ **YES/NO** **YES/NO**

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):* EMERGENCY SERVICES LEVY CERTIFICATE Date of notice: 08/09/2025 Amount of levy payable: $101.20 FOR FINANCIAL YEAR 2025/2026	☑ **YES** **YES**

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Column 1	Column 2	Column 3
19. *Land Tax Act 1936*		
19.1 Notice, order or demand for payment of land tax	***Is this item applicable?***	☑
	Will this be discharged or satisfied prior to or at settlement?	**YES**
	Are there attachments?	**YES**
	*If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* CERTIFICATE OF LAND TAX PAYABLE Date of notice, order or demand: 08/09/2025 Amount payable (as stated in the notice): $1,077.42 INCLUDING ARREARS OF $152.42 AS OF 08/09/2025	
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?	**NO**
	Are there attachments?	**YES**
	*If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* COUNCIL SEARCH PAGES 2, 5-6 PROPERTY INTEREST REPORT PAGE 8 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 - URBAN CORRIDOR (BUSINESS) (UC(BU)) ZONING OVERLAYS AIRPORT BUILDING HEIGHTS (REGULATED) (ALL STRUCTURES OVER 45 METRES) AFFORDABLE HOUSING HAZARDS (FLOODING - EVIDENCE REQUIRED) NOISE AND AIR EMISSIONS PRESCRIBED WELLS AREA REGULATED AND SIGNIFICANT TREE TRAFFIC GENERATING DEVELOPMENT FOR FURTHER INFORMATION REFER COUNCIL SEARCH PAGES 5-6 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*	
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?	**NO**
	Are there attachments?	**YES**
	*If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* COUNCIL SEARCH PAGES 2, 6-13 Date of authorisation: 11/07/2025 Name of relevant authority that granted authorisation: CITY OF CAMPBELLTOWN Condition(s) of authorisation: REFER TO COUNCIL SEARCH PAGES 6-13	

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SCHEDULE – DIVISION 2

OTHER PARTICULARS

(section 7(1)(b))

Particulars relating to community lot (including strata lot) or development lot ☑

1 Name of community corporation:
COMMUNITY CORPORATION 27186 INC.
Address of community corporation:
1 DENMEAD AVENUE CAMPBELLTOWN SA 5074

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

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

(a) particulars of contributions payable in relation to the lot (including details of arrears of contributions related to the lot):
ADMINISTRATION FUND OF $326.00 PER QUARTER PAID TO 14/10/2025
SINKING FUND OF $102.00 PER QUARTER PAID TO 14/10/2025

(b) particulars of assets and liabilities of the community corporation:
REFER TO COMMUNITY CORPORATION PARTICULARS AND MINUTES OF MEETINGS

(c) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute:
REFER TO COMMUNITY CORPORATION PARTICULARS AND MINUTES OF MEETINGS

(d) if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract:
NOT APPLICABLE

(e) if the lot is a community lot, particulars of the lot entitlement of the lot:
1450 OF A TOTAL 10000

[If any of the above particulars have not been supplied by the community 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 community corporation that are enclosed:

(a) a copy of the minutes of the general meetings of the community corporation and management committee
*for the 2 years preceding this statement/~~since the deposit of the community plan;~~
*(*Strike out or omit whichever is the greater period)*
YES

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

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

[For each document indicate (YES or NO) whether or not the document has been supplied by the community 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 community corporation and give details of any other steps taken to obtain the particulars or documents concerned:

---

6 The following documents are enclosed:

~~(a) a copy of the scheme description (if any) and the development contract (if any);~~

(b) a copy of the by-laws of the community scheme.

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

---

8 Further inquiries may be made to the secretary of the community corporation or the appointed community scheme manager.
Name:
WHITTLES MANAGEMENT SERVICES
Address:
176 FULLARTON ROAD DULWICH SA 5065

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Note—

(1) A community corporation must (on application by or on behalf of a current or prospective owner or other relevant person) provide the particulars and documents referred to in 3(a)-(c) and 4 and must also make available for inspection any information required to establish the current financial position of the corporation, a copy of any contract with a body corporate manager and the register of owners and lot entitlements that the corporation maintains: see sections 139 and 140 of the *Community Titles Act 1996*.

(2) Copies of the scheme description, the development contract or the by-laws of the community scheme may be obtained from the community corporation or from the Lands Titles Registration Office.

(3) All owners of a community lot or a development lot are bound by the by-laws of the community scheme. The by-laws regulate the rights and liabilities of owners of lots in relation to their lots 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 community lot, 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 **13** inclusive, together with the following annexures and supporting documents (if any):

FORM R3 Buyers Information Notice

* COPY OF CERTIFICATE(S) OF TITLE TO THE LAND

* COUNCIL SEARCH

* PROPERTY INTEREST REPORT

* VALUATION SEARCH

* SA WATER CERTIFICATE AND SEWER CHARGES

* CERTIFICATE OF EMERGENCY SERVICES LEVY

* CERTIFICATE OF LAND TAX

* COMMUNITY CORPORATION - PARTICULARS SUPPLIED PURSUANT TO SECTION 139 AND ENCLOSURES

- COPY OF MINUTES IF MEETINGS
- COPY OF THE BY-LAWS
- COPY OF INSURANCE
- COPY OF THE COMMUNITY PLAN

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

Land and Business (Sale and Conveyancing) Act 1994 section 13A
Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17

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

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

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

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

Safety

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

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Enjoyment

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

Value

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

For more information on these matters visit: *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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LAND SERVICES SA

Product	Register Search (CT 6092/630)
Date/Time	05/09/2025 02:06PM
Customer Reference	Denmead
Order ID	20250905006270

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.

REGISTRAR - GENERAL SOUTH AUSTRALIA

Certificate of Title - Volume 6092 Folio 630

Parent Title(s) CT 5406/490

Creating Dealing(s) ACT 11727328

Title Issued 28/03/2012 **Edition** 3 **Edition Issued** 23/12/2020

Estate Type

FEE SIMPLE

Registered Proprietor

925 ESCAPEES PTY. LTD. (ACN: 622 568 263)
OF 12 ATLANIC AVENUE ROSTREVOR SA 5073

Description of Land

LOT 3 PRIMARY COMMUNITY STRATA PLAN 27186
IN THE AREA NAMED CAMPBELLTOWN
HUNDRED OF ADELAIDE

Easements

NIL

Schedule of Dealings

Dealing Number	Description
13431591	MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
07/03/2012	11727330	SCHEME DESCRIPTION	FILED
19/05/2021	13528314	BY-LAWS	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

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

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CAMPBELLTOWN
CITY COUNCIL

SECTION 7 STATEMENT
LOCAL GOVERNMENT ACT 1999
LAND AND BUSINESS (Sale and Conveyancing) ACT 1994

Refer Enquiries: 8366 9222

Certificate Number: 1408/25

TO: Searchlight Technology
PO Box 232
RUNDLE MALL SA 5000

PURSUANT TO SECTION 187 OF THE LOCAL GOVERNMENT ACT 1999 (AS AMENDED), I CERTIFY THAT THE FOLLOWING AMOUNTS ARE DUE AND PAYABLE AND ARE A CHARGE AGAINST THE ABOVE PROPERTY:

THE LAND:

Legal Description	Allot 3 CP 27186 Vol 6092 Fol 630
Property Address	Unit 3/1 Denmead Avenue CAMPBELLTOWN SA 5074
Property Owners	925 Escapees Pty Ltd
Valuer Generals No.	1713655706

Property No. 125156 Bank Ref No. 354266

PART A: RATES, CHARGES AND GENERAL INFORMATION

RATES AND CHARGES INFORMATION
Rates last declared on 01/07/2025.

Total Arrears	$0.00
Rates for Current Year	$1224.05
Payments	($306.05)
BALANCE OUTSTANDING	$918.00

Street Numbering
Please note Council's official street number for this property is Unit 3/1 Denmead Avenue CAMPBELLTOWN SA 5074.

The Local Government Act provides that Council impose a penalty of a 2% fine on any payment for rates that is received late. An amount that continues to be overdue is then charged an interest at the prescribed rate.

I certify that to the best of my knowledge and belief the information provided above is correct.

The charges as shown are valid for the date of the certificate. If settlement occurs within three (3) months from the date of this certificate, you may verify the above details verbally with council. If this information falls outside the three (3) month period, a new Section 187 certificate is required.

Any verbal information provided by Council for the above is not deemed a certificate for the purpose of Section 187 of the Local Government Act 1999.

AUTHORISED BY CAMPBELLTOWN COUNCIL **05/09/2025**

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PART B: PARTICULARS AND INFORMATION ABOUT THE LAND

Development Act 1993	
Part 3—Development Plan	
Title or other brief description of zone or policy area in which the land is situated (as shown in the Development Plan):	N/A
Is the land situated in a designated State Heritage Area?	N/A
Is the land designated as a place of local heritage value?	N/A
Is there a current Development Plan Amendment released for public consultation by a council on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? If YES, state the name of the council:	No
Is there a current Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	No
Section 42 - Condition (that continues to apply) of a development authorisation	Nil
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):	See Attached PlanSA Report
Is the land situated in a designated State Heritage place?	No
Is the land designated as a place of local heritage value?	No
Is there a tree declared to be a significant tree or a stand of trees declared to be significant trees on the land?	No declared trees Regulated/significant tree status unknown
Is there a current amendment to the Planning and Design Code released for public consultation by the State Planning Commission on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	Refer to https://plan.sa.gov.au/have_your_say/code_amendments
Section 127 – Condition (that continues to apply) of a development authorisation	See Attached PlanSA Report
Repealed Act conditions	
Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1966* (repealed)	Nil
Development Act 1993	

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Section 50(1) - Requirement to vest land in a council or the Crown to be held as open space	Nil
Section 50(2) - Agreement to vest land in a council or the Crown to be held as open space	Nil
Section 55 - Order to remove or perform work	Nil
Section 56 - Notice to complete development	Nil
Section 57 - Land management agreement	Nil
Section 69 - Emergency order	Nil
Section 71 - Fire safety notice	Nil
Section 84 - Enforcement notice	Nil
Section 85(6), 85(10) or 106 - Enforcement order	Nil
Part 11 Division 2 - Proceedings	Nil
Fire and Emergency Services Act 2005	
Section 105F (or section 56 or 83 (repealed) - Notice of action required concerning flammable materials on land	Nil
Food Act 2001	
Section 44 - Improvement notice	Nil
Section 46 - Prohibition order	Nil
Housing Improvement Act 1940	
Section 23 - declaration that house is undesirable or unfit for human habitation	Nil
Local Government Act 1934	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
Local Government Act 1999	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
Local Nuisance and Litter Control Act 2016	
Section 30 – Nuisance or litter abatement notice	Nil
Planning, Development and Infrastructure Act 2016	
Section 141 - Order to remove or perform work	Nil
Section 142 - Notice to complete development	Nil
Section 155 - Emergency order	Nil
Section 157 - Fire safety notice	Nil
Section 192 or 193 – Land management agreement	Nil

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Section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	Nil
Section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	Nil
Part 16 - Division 1 – Proceedings	Nil
Section 213 – Enforcement notice	Nil
Section 214(6), 214(10) or 222 – Enforcement order	Nil
Public and Environmental Health Act 1987 (repealed)	
Part 3 - Notice	Nil
Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) Part 2 - Condition (that continues to apply) of an approval	Nil
Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19 - Maintenance order (that has not been complied with)	Nil
South Australian Public Health Act 2011	
Section 92 - Notice	Nil
South Australian Public Health (Wastewater) Regulations 2013 Part 4 - Condition (that continues to apply) of an approval	Nil
Other charges	
Charge of any kind affecting the land (not included in another item)	Nil
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?	Nil

BUILDING INDEMNITY INSURANCE

Any approved building work undertaken on the property the subject of Building Indemnity Insurance.

Approval No.	**Insurer**	**Policy Number**	**Policy Issued**	**Builder**

Other information that we deem appropriate to this enquiry, including any notice or order issued under the development act 1993 or the Planning, Development and Infrastructure Act 2016

If "Yes", please advise details NO

AUTHORISED BY CAMPBELLTOWN COUNCIL **05/09/2025**

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Data Extract for Section 7 search purposes

Valuation ID 1713655706

Data Extract Date: 08/09/2025

Important Information

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

Parcel ID: C27186 FL3

Certificate Title: CT6092/630

Property Address: LOT 3 DENMEAD AV CAMPBELLTOWN SA 5074

Zones

Urban Corridor (Business) (UC(Bu))

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.

Hazards (Flooding - Evidence Required)

The Hazards (Flooding - Evidence Required) Overlay adopts a precautionary approach to mitigate potential impacts of potential flood risk through appropriate siting and design of development.

Noise and Air Emissions

The Noise and Air Emissions Overlay seeks to protect new noise and air quality sensitive development from adverse impacts of noise and air emissions.

Prescribed Wells Area

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

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Regulated and Significant Tree

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

Traffic Generating Development

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

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.

Docusign Envelope ID: 978B86EF-6973-4057-99FF-268004AD9398

Application ID: 25018825

Development Description: Verandah

Site Address: LOT 3 DENMEAD AV CAMPBELLTOWN SA 5074

Development Authorisation: Planning Consent

Date of authorisation: 7 July 2025

Name of relevant authority that granted authorisation: Assessment Manager at City of Campbelltown

Condition 1

That except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development is to be established in strict accordance with the endorsed stamped plans and documentation forming part of this consent and all works shall be completed to the reasonable satisfaction of Council prior to the occupation and/or use of the development.

Condition 2

The control and disposal of all stormwater from the buildings, the subject of this application shall be directed to the street water table. This must be completed within two months of the erection of the buildings and must be maintained in good working order at all times.

Development Authorisation: Building Consent

Date of authorisation: 9 July 2025

Name of relevant authority that granted authorisation: Peter Xerri

Condition 1

Roof stormwater must be discharged to the street water table, or in a manner that is otherwise to the Council's written satisfaction in accordance with the requirements of Australian Standard 3500.3 and Part 3.3.5 Stormwater Drainage of the National Construction Code of Australia 2022, Volume 2.(To comply with the National Construction Code 2022 Building Code of Australia, Volume 2, Performance Requirement H2P1 - Rainwater Management)

Condition 2

NON-COMPLIANT Cladding Products: All cladding products shall NOT be a "NON-COMPLIANT" product, meaning any Building Product which does not comply with any applicable law or regulatory obligation, including but not limited to: the National Construction Code of Australia, the Building Code of Australia, any relevant Australian Standards, Approved Conditions, use or application, or the guidelines, practice notes or the like of any relevant building authority or other. All cladding products shall be non-combustible materials. Aluminum composite cladding panels are strictly prohibited and are not fit for purpose.

Condition 3

NON-CONFORMING Cladding Products: All cladding products shall NOT be a "NON-CONFORMING" product, meaning any Building Product which purports to meet specific requirements, and does not. Such as: is not fit for purpose, is not acceptable quality, is counterfeit, or contains false or misleading claims about its qualities

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and/or properties. All cladding products shall be non-combustible materials. Aluminum composite cladding panels are strictly prohibited and are not fit for purpose.

Development Authorisation: Development Approval: Planning Consent and Building Consent

Date of authorisation: 11 July 2025

Name of relevant authority that granted authorisation: City of Campbelltown

Land Management Agreement (LMA)

No

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PlanSA

DECISION NOTIFICATION FORM

Section 126(1) of the Planning, Development and Infrastructure Act 2016

TO THE APPLICANT(S):

Name: Keith Lai
Postal address: 2 ROBRAN COURT NEWTON SA 5074
Email: keith@ellenelleprojects.com

IN REGARD TO:

Development application no.: 25018825	Lodged on: 3 Jul 2025
Nature of proposed development: Verandah	

LOCATION OF PROPOSED DEVELOPMENT:

Location reference: LOT 3 DENMEAD AV CAMPBELLTOWN SA 5074		
Additional Location Information: Unit 3, 1 Denmead Av, Campbelltown SA 5074		
Title ref.: CT 6092/630	**Plan Parcel:** C27186 FL3	**Council:** CAMPBELLTOWN CITY COUNCIL

DECISION:

Decision type	**Decision** (granted/refused)	**Decision date**	**No. of conditions**	**No. of reserved matters**	**Entity responsible for decision** (relevant authority)
Planning Consent	Granted	7 Jul 2025	2	0	Assessment Manager at City of Campbelltown
Building Consent	Granted	9 Jul 2025	3	0	Peter Xerri
Development Approval - Planning Consent; Building Consent	Granted	11 Jul 2025	5	0	City of Campbelltown

FROM THE RELEVANT AUTHORITY: City of Campbelltown
Date: 11 Jul 2025

CONDITIONS

Planning Consent

Condition 1

That except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development is to be established in strict accordance with the endorsed stamped plans and documentation forming part of this consent and all works shall be completed to the reasonable satisfaction of Council prior to the occupation and/or use of the development.

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Condition 2
The control and disposal of all stormwater from the buildings, the subject of this application shall be directed to the street water table. This must be completed within two months of the erection of the buildings and must be maintained in good working order at all times.

Building Consent

Condition 1
Roof stormwater must be discharged to the street water table, or in a manner that is otherwise to the Council's written satisfaction in accordance with the requirements of *Australian Standard* 3500.3 and Part 3.3.5 Stormwater Drainage of the National Construction Code of Australia 2022, Volume 2.

(To comply with the National Construction Code 2022 Building Code of Australia, Volume 2, Performance Requirement H2P1 - Rainwater Management)

Condition 2
NON-COMPLIANT Cladding Products: All cladding products shall NOT be a "NON-COMPLIANT" product, meaning any Building Product which does not comply with any applicable law or regulatory obligation, including but not limited to: the National Construction Code of Australia, the Building Code of Australia, any relevant Australian Standards, Approved Conditions, use or application, or the guidelines, practice notes or the like of any relevant building authority or other. All cladding products shall be non-combustible materials. Aluminum composite cladding panels are strictly prohibited and are not fit for purpose.

Condition 3
NON-CONFORMING Cladding Products: All cladding products shall NOT be a "NON-CONFORMING" product, meaning any Building Product which purports to meet specific requirements, and does not. Such as: is not fit for purpose, is not acceptable quality, is counterfeit, or contains false or misleading claims about its qualities and/or properties. All cladding products shall be non-combustible materials. Aluminum composite cladding panels are strictly prohibited and are not fit for purpose.

ADVISORY NOTES

Planning Consent

Advisory Note 1
If excavating, it is recommended you contact Before You Dig Australia (BYDA) (www.byda.com.au) to keep people safe and help protect underground infrastructure.

Advisory Note 2
Appeal rights – General rights of review and appeal exist in relation to any assessment, request, direction or act of a relevant authority in relation to the determination of this application, including conditions. Section 19 of the Planning, Development and Infrastructure Act 2016 provides for a right of appeal to the Environment, Resources and Development Court against the imposition of conditions attaching to the decision **within two months** after receipt of this notice.

Please note that any appeal has to be lodged with the Court and **not** the Council.

For assistance in lodging an appeal it is suggested that you contact the Court which is located in the Sir Samuel Way Building, Victoria Square, Adelaide (phone 8204 2444, email - erdcourt@courts.sa.gov.au).

Advisory Note 3
This consent or approval will lapse at the expiration of 24 months from its operative date, subject to the below.

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Advisory Note 4
An approved development must be substantially commenced within 24 months of the date of Development Approval, and completed within 3 years from the operative date of the approval. Should work not be substantially commenced after 24 months, a new development application will be required to be lodged, unless this period has been extended by the relevant authority.

Advisory Note 5
No works, including site works can commence until a Development Approval has been granted.

Advisory Note 6
During construction of the development hereby approved, the following shall be observed:

(a) Dust from any work undertaken on the site shall be reasonably controlled at all times by daily watering or other method deemed satisfactory by Council.

(b) Noise generated at the site shall be kept to a minimum and in accordance with the policies adopted under the Environment Protection Act.

(c) Vehicles owned by the employees of contractors and sub-contractors working on the development shall not be parked on the footpath and shall be parked within the site where possible.

(d) Any dirt or debris from the site deposited onto existing roadways and watertable by the applicant's contractors or subcontractors shall be cleared immediately.

(e) All earthworks shall be confined to and contained entirely within the property boundaries and must not encroach on or over adjoining properties or the roadside verge/reserve.

(f) Any refuse on the site shall be controlled by the use of a refuse container of a size and type to the reasonable satisfaction of Council.

(g) A fence or other barrier shall be erected on the subject land to ensure that all vehicular access to the site is restricted to the invert in the kerb and watertable.

(h) Any damage to Council infrastructure, street furniture or trees as a direct result of the construction of the development hereby approved shall be immediately made good by the applicant in a manner to the reasonable satisfaction of Council.

(I) Any stormwater runoff and wastewater or washdown water shall be managed in accordance with the Environment Protection Agency's Code of Practice for the Building and Construction Industry to the reasonable satisfaction of Council.

(j) Care shall be taken to ensure that no trespass occurs with regard to adjoining properties without the prior consent of the relevant property owner.

Building Consent

None

CONTACT DETAILS OF CONSENT AUTHORITIES

Name: Assessment Manager at City of Campbelltown	Type of consent: Planning

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Telephone: 08 8366 9222	Email: devadmin@campbelltown.sa.gov.au
Postal address: Po Box 1, CAMPBELLTOWN SA 5074	

Name: Peter Xerri - Building Rules Consent Private Certifiers Pty Ltd	Type of consent: Building
Telephone: 0422 406 348	Email: peter@brcprivatecertifiers.com
Postal address: PO BOX 6179, West Lakes Shore SA 5020	

BUILDING CLASSIFICATION/S

Essential safety provisions apply: No

Building work Verandah

Building Classification	Approved number of occupants
10A - Open or private garage,shed etc	N/A

REQUIRED NOTIFICATIONS

You are advised that notice and/or documentation must be provided to council when the following stages of building work are reached (regulation 93):

Building work Verandah

- Commencement of Building work (1 business day's notice)
- Completion of Building work (1 business day's notice)

Note regulation 57(7) allows the relevant authority issuing the notice to specify any additional stage of building work for which notice must be given to the council under regulation 93.

Where a building certifier is issuing the building consent the use of this regulation is to inform the council of stages of work when a notification should be provided and an inspection may occur at the council's discretion. If applicable, notifications specified under 57(7) are therefore intended to be in addition to mandatory notifications and any notifications specified by council under 93(1)(b) or (c) when issuing the final Development Approval.

*To submit the requested notifications, log in to the SA planning portal and select **Submit mandatory building notifications.***

STATEMENT OF COMPLIANCE

A Statement of Compliance is required at the completion of all building work, except in respect of a Class 10 building other than a swimming pool or private bushfire shelter.

Building Work Verandah

The following certificates, reports or other documents must be provided to the building certifier or council (as relevant) with the completed Statement of Compliance under regulation 57(8)(c).

(None specified)

A blank copy of the Statement of Compliance is available on the SA planning portal. The Statement of Compliance and other required documents may be uploaded to the SA planning portal on completion.

BUILDING OCCUPATION/COMPLETION

Building work Verandah

Building classification 10A - Open or private garage,shed etc

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: No

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Note section 152 of the Act and regulation 103, requires a Certificate of Occupancy to be issued before a building can be occupied. A Certificate of Occupancy is not required for a Class 10 building or for a Class 1a building where the application for building consent is lodged and verified within the SA planning portal before 1 October 2024. In the meantime, a person must not occupy a Class 1a building for which a Certificate of Occupancy is not required unless it meets the minimum standards for occupancy under regulation 103H(2).

Completion of a building will be signalled by the receipt of the Statement of Compliance required for that building, or the final Statement of Compliance where multiple statements are required.

Section 152(2) of the Act states that 'A certificate of occupancy will be issued by council', noting that section 154 allows a building certifier to exercise this power should they elect to, where either: the building is owned occupied by the Crown or an agency or instrumentality of the Crown; or if they issued the building rules consent for that building.

The authority above – either building certifier or council – will therefore be responsible for issuing this Certificate following receipt of the Statement of Compliance and other documentation as required to provide assurance that the building is suitable for occupation.

Note the default authority for issuing this Certificate remains the council, should there be no building certifier or if the certifier elects not to issue this Certificate, noting that a council may still elect not to issue a certificate, if the council is not satisfied the building is suitable for occupation under section 152(6) of the Act.

Contact details for the purposes of this notification

Name	City of Campbelltown
Email	devadmin@campbelltown.sa.gov.au
Phone	08 8366 9222

Notifications may also be provided via the SA planning portal.

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Property Interest Report

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

Title Reference	CT 6092/630	**Reference No.**	2709088
Registered Proprietors	925 ESCAPEES PTY. LTD.	**Prepared**	05/09/2025 14:06
Address of Property	Lot 3 DENMEAD AVENUE, CAMPBELLTOWN, SA 5074		
Local Govt. Authority	THE CORPORATION OF THE CITY OF CAMPBELLTOWN		
Local Govt. Address	PO BOX 1 CAMPBELLTOWN SA 5074		

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

Table of Particulars

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

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

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

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

3. *Burial and Cremation Act 2013*

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

4. *Crown Rates and Taxes Recovery Act 1945*

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

5. *Development Act 1993* (repealed)

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

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

6. Repealed Act conditions

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

7. *Emergency Services Funding Act 1998*

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

8. *Environment Protection Act 1993*

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

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

9. *Fences Act 1975*

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

10. *Fire and Emergency Services Act 2005*

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

11. *Food Act 2001*

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

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

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

13. *Heritage Places Act 1993*

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

14. *Highways Act 1926*

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

15. *Housing Improvement Act 1940* (repealed)

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

16. *Housing Improvement Act 2016*

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

18.1	section 72 - Notice to pay levy in respect of costs of regional landscape board	The regional landscape board has no record of any notice affecting this title
18.2	section 78 - Notice to pay levy in respect of right to take water or taking of water	DEW has no record of any notice affecting this title
18.3	section 99 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
18.4	section 107 - Notice to rectify effects of unauthorised activity	The regional landscape board has no record of any notice affecting this title 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: 978B86EF-6973-4057-99FF-268004AD9398

LAND SERVICES SA

Product	Title and Valuation Package
Date/Time	05/09/2025 02:06PM
Customer Reference	Denmead
Order ID	20250905006270

Certificate of Title

Title Reference	CT 6092/630
Status	CURRENT
Easement	NO
Owner Number	71207615
Address for Notices	55 MELBOURNE ST NORTH ADELAIDE, SA 5006
Area	NOT AVAILABLE

Estate Type

Fee Simple

Registered Proprietor

925 ESCAPEES PTY. LTD. (ACN: 622 568 263)
OF 12 ATLANIC AVENUE ROSTREVOR SA 5073

Description of Land

LOT 3 PRIMARY COMMUNITY STRATA PLAN 27186
IN THE AREA NAMED CAMPBELLTOWN
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 13431590
Dealing Date	17/12/2020
Sale Price	$1,340,000
Sale Type	MORE THAN ONE TITLE

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	13431591	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1713655706	CURRENT	Lot 3 DENMEAD AVENUE, CAMPBELLTOWN, SA 5074

Notations

Dealings Affecting Title

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NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
07/03/2012 12:37	11727330	SCHEME DESCRIPTION	FILED
19/05/2021 12:09	13528314	BY-LAWS	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1713655706
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2012
Property Location	Lot 3 DENMEAD AVENUE, CAMPBELLTOWN, SA 5074
Local Government	CAMPBELLTOWN
Owner Names	925 ESCAPEES PTY. LTD.
Owner Number	71207615
Address for Notices	55 MELBOURNE ST NORTH ADELAIDE, SA 5006
Zone / Subzone	UC(Bu) - Urban Corridor (Business)
Water Available	Yes
Sewer Available	Yes
Land Use	1310 - Ground Floor Home Unit Only
Description	HU CP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C27186 LOT 3	CT 6092/630

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$185,000	$380,000			

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Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Previous	$167,000	$315,000			

Building Details

Valuation Number	1713655706
Building Style	Conventional
Year Built	1970
Building Condition	Basic
Wall Construction	Basket Range Stone
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	72 sqm
Number of Main Rooms	4

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

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Docusign Envelope ID: 978B86EF-6973-4057-99FF-268004AD9398

SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
17 13655 70 6	CT6092630	8/9/2025	7878	2709088

JSA MANAGEMENT
LEVEL 1, 86 PIRIE STREET
ADELAIDE SA 5000
info@form1solutions.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: 925 ESCAPEES PTY. LTD.
Location: LT 3 C27186 DENMEAD AVE CAMPBELLTOWN
Description: HU CP
Capital Value: $ 380 000
Rating: Residential

Periodic charges

Raised in current years to 30/9/2025

				$
		Arrears as at: 30/6/2025	:	0.00
Water main available:	1/7/2012	Water rates	:	82.30
Sewer main available:	1/7/2012	Sewer rates	:	94.00
		Water use	:	58.63
		SA Govt concession	:	0.00
		Recycled Water Use	:	0.00
		Service Rent	:	0.00
		Recycled Service Rent	:	0.00
		Other charges	:	0.00
		Goods and Services Tax	:	0.00
		Amount paid	:	0.00
		Balance outstanding	:	234.93

Degree of concession: 00.00%
Recovery action taken: ACCOUNT SENT

Next quarterly charges: Water supply: 82.30 Sewer: 94.00 Bill: 3/12/2025

This account has no meter of its own but is supplied from account no 17 13655 55 4.

The Water Use apportionment option is Uneven.

The apportionment percentage for this account is 14.50%.

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

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

Docusign Envelope ID: 978B86EF-6973-4057-99FF-268004AD9398

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

Docusign Envelope ID: 978B86EF-6973-4057-99FF-268004AD9398

SA Water

South Australian Water Corporation

Name:
925 ESCAPEES PTY. LTD.

Water & Sewer Account
Acct. No.: 17 13655 70 6

Amount: _____

Address:
LT 3 C27186 DENMEAD AVE
CAMPBELLTOWN

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1713655706

BPAY

Biller code: 8888
Ref: 1713655706

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: 1713655706

Docusign Envelope ID: 978B86EF-6973-4057-99FF-268004AD9398

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: 2709088

DATE OF ISSUE
08/09/2025

J.S.A. MANAGEMENT PTY LTD
86 PIRIE ST
ADELAIDE SA 5000

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

OWNERSHIP NUMBER
71207615

OWNERSHIP NAME
925 ESCAPEES PTY LTD

PROPERTY DESCRIPTION
DENMEAD AVE / CAMPBELLTOWN SA 5074 / LT 3 C27186

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
1713655706	CT 6092/630	$380,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2025-2026

FIXED CHARGE	$	50.00
+ VARIABLE CHARGE	$	128.55
- REMISSION	$	77.35
- CONCESSION	$	0.00
+ ARREARS / - PAYMENTS	$	0.00
= AMOUNT PAYABLE	$	101.20

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 07/12/2025

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

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
71207615

OWNERSHIP NAME
925 ESCAPEES PTY LTD

ASSESSMENT NUMBER
1713655706

AMOUNT PAYABLE
$101.20

AGENT NUMBER
100019527

AGENT NAME
J.S.A. MANAGEMENT PTY LTD

EXPIRY DATE
07/12/2025

+70076430130022> +001571+ <0550939729> <0000010120> +444+

Docusign Envelope ID: 978B86EF-6973-4057-99FF-268004AD9398

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456285 **Ref: 7007643013** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Community Emergency Services Fund**, along with this **Payment Remittance Advice** to: **Please refer below.** **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

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

Docusign Envelope ID: 978B86EF-6973-4057-99FF-268004AD9398

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: 2709088

DATE OF ISSUE
08/09/2025

J.S.A. MANAGEMENT PTY LTD
86 PIRIE ST
ADELAIDE SA 5000

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

OWNERSHIP NAME
925 ESCAPEES PTY LTD & ANR

FINANCIAL YEAR
2025-2026

PROPERTY DESCRIPTION
DENMEAD AVE / CAMPBELLTOWN SA 5074 / LT 3 C27186

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
1713655706	CT 6092/630	$185,000.00	0.0000 HA

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

CURRENT TAX	**$**	925.00	**SINGLE HOLDING**	**$**	0.00
- DEDUCTIONS	**$**	0.00			
+ ARREARS	**$**	152.42			
- PAYMENTS	**$**	0.00			
= AMOUNT PAYABLE	**$**	**1,077.42**			

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 **07/12/2025**

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

OWNERSHIP NUMBER
T1034226

OWNERSHIP NAME
925 ESCAPEES PTY LTD & ANR

ASSESSMENT NUMBER
1713655706

AMOUNT PAYABLE
$1,077.42

AGENT NUMBER
100019527

AGENT NAME
J.S.A. MANAGEMENT PTY LTD

PAYABLE ON OR BEFORE
07/12/2025

+70076429240012> +000927+ <0551179034> <0000107742> +444+

Docusign Envelope ID: 978B86EF-6973-4057-99FF-268004AD9398

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456293 **Ref: 7007642924** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Commissioner of State Taxation**, along with this **Payment Remittance Advice** to: **Please refer below.** **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

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

Docusign Envelope ID: 978B86EF-6973-4057-99FF-268004AD9398

Whittles Better communities. The Whittles way.

176 Fullarton Road
Dulwich SA 5065

08 8291 2300
whittles.com.au

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

08/09/25

SEARCHLIGHT TECHNOLOGY
PO BOX 232
RUNDLE MALL, SA, 5000

Dear Sir/Madam

RE: Community Corporation 27186 Inc.
1 DENMEAD AVENUE, CAMPBELLTOWN
ABN: 83782858194
Lot: 00003
OWNER: 925 Escapees Pty Ltd

The following details are provided pursuant to your request for information under the Community Titles Act 1996.

Lot Entitlement Value:

The Lot Entitlement Value is 1450 of a total 10000.

Financial Status of the Lot Owner:

The contribution payable to the Administration Fund is currently $326.00 per quarter paid to 14/10/25. No GST is included within this contribution.

The contribution payable to the Sinking Fund is currently $102.00 per quarter paid to 14/10/25. 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 08/09/2025. NEXT CONTRIBUTION IS DUE 15/10/25
(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: 978B86EF-6973-4057-99FF-268004AD9398

Known Extraordinary Expenses

Known extraordinary expenses likely to be incurred by the Corporation are as follows:
** Individual Lot water consumption paid by Lot owner **
** Common property water consumption paid by Lot owner **

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

Special Levies

No special levies payable.

Financial Status of the Community Title

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

The fund currently stands to the credit of:

Administrative Fund	$1,007.50CR
Sinking Fund	$8,235.62CR (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.

Docusign Envelope ID: 978B86EF-6973-4057-99FF-268004AD9398

Pets

Please note this property is part of a Strata/Community Plan, additional approval for pets may be required. This process involves seeking consent from the Corporation which may include a notice period and additional fees. Approval is not guaranteed and is subject to the rules and regulations of the Strata/Community Plan. Please refer to By-Laws and/or Articles and Resolutions for further details.

Special Notes

Conveyancers should note that it is the Lot 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 Lot.

This statement is issued on the basis that any payment by the Lot 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 Lot holder.

Yours faithfully



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

WHITTLES MANAGEMENT SERVICES PTY LTD
On behalf of the Corporation 08/09/2025

Docusign Envelope ID: 978B86EF-6973-4057-99FF-268004AD9398

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

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

SETTLEMENT DATE: ___ /___ /___

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

Purchaser 1:

_____ _____
First Name Surname

Purchaser 2:

_____ _____
First Name Surname

BUSINESS NAME (If Applicable)

_____ _____

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

EMAIL : _____

ACCOUNTS TO BE FORWARDED TO :
_____
_____

CORRESPONDENCE TO BE FORWARDED TO :
_____
_____

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

BROKER:
Searchlight Technology
PO BOX 232, RUNDLE MALL

Community Corporation 27186 Inc.
1 DENMEAD AVENUE, CAMPBELLTOWN
Lot: 00003
OWNER: 925 Escapees Pty Ltd

Susan Brennan

Docusign Envelope ID: 978B86EF-6973-4057-99FF-268004AD9398

TAX INVOICE

08/09/2025

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

Searchlight Technology
PO BOX 232
RUNDLE MALL SA 5000

DESCRIPTION: Searching and completing document for provisions of Section 139 of the Community Titles Act, 1996, Lot : 00003 at 1 DENMEAD AVENUE, CAMPBELLTOWN

Community Corporation 27186 Inc.

FEE:	As prescribed	$60.00	PAID
	Plus 10% GST	$6.00	PAID
TOTAL DUE:		$66.00	PAID

OWNER: 925 Escapees Pty Ltd

With Compliments

Docusign Envelope ID: 978B86EF-6973-4057-99FF-268004AD9398

Administrative Fund Statement of Income & Expenditure

COMMUNITY CORP.27186 INC
1 Denmead Avenue CAMPBELLTOWN SA 5074
1 May 2024 to 30 April 2025
Printed 12/06/25 21:37

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Balance from Previous Management	1,732.53	0.00	1,732.53	0.00
TOTAL FUND INCOME	**1,732.53**	**0.00**	**1,732.53**	**0.00**
FUND EXPENDITURE				
TOTAL FUND EXPENDITURE	**0.00**	**0.00**	**0.00**	**0.00**
FUND SURPLUS (DEFICIT)	**1,732.53**	**0.00**	**1,732.53**	**0.00**

Docusign Envelope ID: 978B86EF-6973-4057-99FF-268004AD9398

Administrative Fund Statement of Assets & Liabilities

COMMUNITY CORP.27186 INC
1 Denmead Avenue CAMPBELLTOWN SA 5074
30 April 2025
Printed 12/06/25 21:37

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	0.00	0.00
Surplus/(Deficit) For Period	1,732.53	0.00
TOTAL FUNDS	**1,732.53**	**0.00**
ASSETS		
Cash at Bank (MBL)	1,732.53	0.00
TOTAL ASSETS	**1,732.53**	**0.00**
LIABILITIES		
TOTAL LIABILITIES	**0.00**	**0.00**
NET ASSETS	**1,732.53**	**0.00**

Docusign Envelope ID: 978B86EF-6973-4057-99FF-268004AD9398

Sinking Fund Statement of Income & Expenditure

COMMUNITY CORP.27186 INC
1 Denmead Avenue CAMPBELLTOWN SA 5074
1 May 2024 to 30 April 2025
Printed 12/06/25 21:37

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Balance from Previous Management	8,817.31	0.00	8,817.31	0.00
TOTAL FUND INCOME	**8,817.31**	**0.00**	**8,817.31**	**0.00**
FUND EXPENDITURE				
TOTAL FUND EXPENDITURE	**0.00**	**0.00**	**0.00**	**0.00**
FUND SURPLUS (DEFICIT)	**8,817.31**	**0.00**	**8,817.31**	**0.00**

Docusign Envelope ID: 978B86EF-6973-4057-99FF-268004AD9398

Sinking Fund Statement of Assets & Liabilities

COMMUNITY CORP.27186 INC
1 Denmead Avenue CAMPBELLTOWN SA 5074
30 April 2025
Printed 12/06/25 21:37

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	0.00	0.00
Surplus/(Deficit) For Period	8,817.31	0.00
TOTAL FUNDS	**8,817.31**	**0.00**
ASSETS		
Cash at Bank (MBL)	8,817.31	0.00
TOTAL ASSETS	**8,817.31**	**0.00**
LIABILITIES		
TOTAL LIABILITIES	**0.00**	**0.00**
NET ASSETS	**8,817.31**	**0.00**

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Consolidated Statement of Assets & Liabilities

COMMUNITY CORP.27186 INC
1 Denmead Avenue CAMPBELLTOWN SA 5074
30 April 2025
Printed 12/06/25 21:37

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	0.00	0.00
Surplus/(Deficit) For Period	10,549.84	0.00
TOTAL FUNDS	**10,549.84**	**0.00**
ASSETS		
Cash at Bank (MBL)	10,549.84	0.00
TOTAL ASSETS	**10,549.84**	**0.00**
LIABILITIES		
TOTAL LIABILITIES	**0.00**	**0.00**
NET ASSETS	**10,549.84**	**0.00**

Notes to the Financial Statements

Investments Nil

The following balances relate to amounts received or owing as at 30/04/2025

Receivables - Owner Arrears Nil

Debtors Nil

Allocated Advance Payments Nil

Outstanding Creditors Nil

Unallocated Advance Payments Nil

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Basis of Preparation

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

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

Basis of Accounting

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

Cash and cash equivalents

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

Goods and Services Tax

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

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

Income Tax

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

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

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

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Whittles Better communities. The Whittles way.

176 Fullarton Road
Dulwich SA 5065

08 8291 2300
whittles.com.au

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

16 July 2025

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for COMMUNITY CORP.27186 INC 1 Denmead Avenue, CAMPBELLTOWN, SA, 5074.

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

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Whittles Better communities. The Whittles way.

Minutes of the Annual General Meeting
COMMUNITY CORP.27186 INC

Meeting Date	Monday, 14 July 2025	
Meeting Location	Via Teleconference	
Time	04:00 PM	Closed: 04:20 PM
Lots Represented	00001 J T Baker — Electronic vote 00003 925 Escapees Pty Ltd — Owner present 00005 925 Escapees Pty Ltd — Owner present 00006 E J Wardle — Electronic vote 00007 A Joshi — Owner present	
Chairperson	925 Escapees Pty Ltd 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 the provisions of s81(5)(b) of the *Community Titles Act* 1996, the minutes of the Annual General Meeting held on 10 APR 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 the provisions of s81(5) (d) of the *Community Titles Act* 1996 (amended), the unaudited Statement of Accounts for the financial year ending 31 JAN 2025, which have been circulated to all members, is accepted.		
Passed by Simple Majority – It was agreed to change the groups' end of year from April to January, in line with previous practice.		

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Motion 4		
Appointment of Manager	**Ordinary Resolution**	
PASSED BY SIMPLE MAJORITY that the Body Corporate under s76(9) of the *Community Titles Act 1996*: 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 FEB 2025 to 31 JAN 2026 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 Committee
It was resolved that in accordance with s76(1) & 90(1) of the *Community Titles Act* 1996, 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 s91 to 99 of the *Community Titles Act* 1996. 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
U3 & 5 - Mr Keith Lai has been elected unopposed as Presiding Officer.

Election of Secretary
U3 & 5 - Mr Keith Lai has been elected unopposed as Secretary.

Election of Treasurer
U3 & 5 - Mr Keith Lai has been elected unopposed as Treasurer.

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

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

Item 8		
Current Insurance Details (Advice)		
A copy of the Body Corporate's current certificate of currency/insurance is available for viewing at whittles.com.au through your owner portal.		

Motion 9		
Insurance Valuation	**Ordinary Resolution**	
PASSED BY SIMPLE MAJORITY that in accordance with s103 of the *Community Titles Act 1996*, the Body Corporate engage the services of a Licensed Valuer to provide an update of the current Insurance Valuation at an estimated cost of $330.00 and that this valuation be adopted by the Body Corporate effective immediately upon receipt.		
Passed by Simple Majority		

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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 $1,350,000 with the Authorised Representative of SUREWISE BROKERS. Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular lot, the lot 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 lots, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that lot 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 7 advised that he would like to convert his carpark into a carport. The Manager informed him that he would need to obtain Council approval and also submit an application to the Corporation for consideration. The Manager advised that the NBN upgrade at the group was well underway.		

Motion 12		
Administrative Fund Budget	**Ordinary Resolution**	
PASSED BY SIMPLE MAJORITY that in accordance with s81(5)(d) (iii) of the *Community Titles Act 1996*, the attached Administrative Fund budget be approved and adopted. Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of $2,250.00 for the financial year ending 31 JAN 2026. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year. Contributions will be raised in accordance with Lot Entitlement Values.		
Passed by Simple Majority		

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Motion 13		
Sinking Fund Budget	**Ordinary Resolution**	
PASSED BY SIMPLE MAJORITY that in accordance with s116 of the *Community Titles Act 1996*, the attached Sinking Fund budget be approved and adopted. Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of $700.00 for the financial year ending 31 JAN 2026. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year.. Contributions will be raised in accordance with Lot Entitlement Values.		
Passed by Simple Majority		

Motion 14		
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 Lot Entitlement Values and must not exceed the sum of $4,000.00. If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.		
Passed by Simple Majority		

Motion 15		
Interest Charged on Overdue Contributions/Levies	**Ordinary Resolution**	
PASSED BY SIMPLE MAJORITY that in accordance with the provisions of s114 (4) of the *Community Titles Act 1996*, 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		

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Motion 16		
Recovery of Overdue Contributions/Levies	**Ordinary Resolution**	
PASSED BY SIMPLE MAJORITY that in accordance with s114 (7) of the *Community Titles Act 1996*, 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 COMMUNITY CORP.27186 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 17		
Next Meeting & Closure		
The next AGM will be held on a date to be advised in March, 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

COMMUNITY CORP.27186 INC
1 DENMEAD AVENUE, CAMPBELLTOWN

Year ending April 2026

ADMINISTRATIVE FUND

	May-Jul 25	Aug-Oct 25	Nov-Jan 26	Feb-Apr 26	Annual Total
INCOME					
Contributions	*2,250.00*	*2,250.00*	*2,250.00*	*2,250.00*	***$9,000.00***
Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Advances	*-0.00*	*-0.00*	*-0.00*	*-0.00*	***-$0.00***
Total	***2,250.00***	***2,250.00***	***2,250.00***	***2,250.00***	***$9,000.00***
EXPENDITURE					
Common property	*75.00*	*75.00*	*75.00*	*75.00*	***$300.00***
Grounds	*200.00*	*200.00*	*200.00*	*200.00*	***$800.00***
Insurance	*0.00*	*0.00*	*0.00*	*3,950.00*	***$3,950.00***
Management - Agreed Services	*376.25*	*376.25*	*376.25*	*376.25*	***$1,505.00***
Management - Asset Maintenance Services	*35.00*	*35.00*	*35.00*	*35.00*	***$140.00***
Management - Disbursement Fees	*119.50*	*119.50*	*119.50*	*119.50*	***$478.00***
Plumbing	*100.00*	*100.00*	*100.00*	*100.00*	***$400.00***
Reports - Insurance valuation	*0.00*	*330.00*	*0.00*	*0.00*	***$330.00***
Technology and System Fees	*30.80*	*30.80*	*30.80*	*30.80*	***$123.20***
Utilities - Electricity	*75.00*	*75.00*	*75.00*	*75.00*	***$300.00***
Total	***1,011.55***	***1,341.55***	***1,011.55***	***4,961.55***	***$8,326.20***

SINKING FUND

	May-Jul 25	Aug-Oct 25	Nov-Jan 26	Feb-Apr 26	Annual Total
INCOME					
Contributions	*700.00*	*700.00*	*700.00*	*700.00*	***$2,800.00***
Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Advances	*-0.00*	*-0.00*	*-0.00*	*-0.00*	***-$0.00***
Total	***700.00***	***700.00***	***700.00***	***700.00***	***$2,800.00***

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CASH FLOW SUMMARY

	May-Jul 25	Aug-Oct 25	Nov-Jan 26	Feb-Apr 26	Annual Total
ADMINISTRATIVE FUND					
Opening Balance	*1,732.53*	*2,970.98*	*3,879.43*	*5,117.88*	***$1,732.53***
Add: Contributions	*2,250.00*	*2,250.00*	*2,250.00*	*2,250.00*	***$9,000.00***
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	*1,011.55*	*1,341.55*	*1,011.55*	*4,961.55*	***$8,326.20***
CLOSING BALANCE	*2,970.98*	*3,879.43*	*5,117.88*	*2,406.33*	***$2,406.33***
SINKING FUND					
Opening Balance	*8,817.31*	*9,517.31*	*10,217.31*	*10,917.31*	***$8,817.31***
Add: Contributions	*700.00*	*700.00*	*700.00*	*700.00*	***$2,800.00***
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	*9,517.31*	*10,217.31*	*10,917.31*	*11,617.31*	***$11,617.31***

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000
Number of Lots 7

	— Effective from 15/07/25 —		— Effective from 15/07/25 —	
Lot Number	**LEV**	**ADMIN Fund**	**LEV**	**SINKING Fund**
1	1450	**$326**	1450	**$102**
2	1450	**$326**	1450	**$102**
3	1450	**$326**	1450	**$102**
4	1450	**$326**	1450	**$102**
5	1450	**$326**	1450	**$102**
6	1450	**$326**	1450	**$102**
7	1300	**$293**	1300	**$91**
QUARTERLY TOTAL		***$2,249.00***		***$703.00***

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MINUTES OF THE ANNUAL GENERAL MEETING

COMMUNITY CORPORATION 27186 Inc

CORPORATION ADDRESS: 1 Denmead Avenue, CAMPBELLTOWN SA 5074

DATE: **Wednesday 10th of April 2024**

TIME: **1.00 PM**

VENUE: **Held Via Zoom**

PRESENT:

925 Escapees Pty Ltd atf K & L Lai Family Trust LOT 3,5,6 & 7 – Represented by Mr Keith Lai

IN ATTENDANCE: Ms Niki Hassell representing Stratarama Pty Ltd.

PROCEEDINGS

QUORUM: The Manager declared that a quorum was in attendance at this meeting, by way of attendance and/or proxy 4 of 7 units were represented.

Declaration of Interest: All Members (or Nominee) must declare any interest that they may have in relation to any matters being discussed or determined at this meeting. These pecuniary interests may be either direct or indirect in nature.

Minutes' documentation: Several sections of the Minutes are repeated and recorded at each meeting. As such those matters may not be discussed to the same extent each year. These appear in full for the benefit of new group Members, so that they may have a strong understanding of the group's decisions.

1. **Chair:**
   In accordance with current legislation, the representative from Stratarama may only chair the meeting if a majority of Members present or represented by proxy are in favour. Stratarama have no rights to vote at this meeting, except where exercising a proxy vote in accordance with the wishes of a Member, as their proxy. The Manager advised Members as to the proxies recorded for the meeting and advised that these are available for inspection. It was agreed that the Manager would act as the Secretary for this meeting, chair and record the minutes. Motion Passed.

   MOTION CARRIED

2. **Acceptance of Previous Minutes:**
   Minutes of the last meeting held by the group were resolved as a true and correct record of the meeting.

   MOTION CARRIED

   - Any outstanding matters arising from previous Minutes are discussed under the appropriate Agenda headings for this meeting.
   - Correspondence is available to be accessed by Members via the online unit Owners portal. Each Member has the right to inspect records held by the Corporation and may do so by contacting management to arrange a suitable time during business hours.

3. **Acceptance of Financial reports/ Statements:**
   The statement of accounts for the previous financial period ending 31/01/2024 were circulated to Members for review prior to the meeting. These financial statements were accepted by Members.

   - Audit N.B: An audit of trust accounts held by Stratarama is undertaken annually by an accredited Auditor as required. A copy of the report will be made available annually on the online Owners portal and can be sent to you direct by request to Stratarama.

   MOTION CARRIED

4. **Appointment of Manager/ Management:**
   It was resolved that:
   - Stratarama Pty Ltd and/or their Nominee be appointed to assist the Corporation with management services. These services are those delegated as per the **Community Titles Act 1996.**
   - Stratarama be remunerated by a primary annual management fee of $786 inclusive of gst.
   - Stratarama be remunerated for other service fees as outlined in the management agreement. The Presiding Officer is authorised to sign this agreement.

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- The appointment be made for a period of 12 months from the date of this meeting and that upon expiry, management will continue on a month by month basis until the next meeting or the delegation of powers is revoked.
- Anthony Johnson be appointed as Public Officer to act on behalf of the group in all taxation related matters.
- The services provided by Stratarama Pty Ltd are in accordance with the **Community Titles Act 1996 – section 78A (3)** and per the details outlined in the explanatory pamphlet (available from stratarama.com.au and by direct request of the Member)

MOTION CARRIED

5. **Election of Office Bearers & Committee:**
It was resolved that the following appointments be made for the coming period:
- Presiding Officer: Mr Keith Lai (Lot 3,5,6 & 7)
- Treasurer: Mr Keith Lai (Lot 3,5,6 & 7)
- Secretary: Mr Keith Lai (Lot 3,5,6 & 7)

It was further confirmed that a Committee be appointed consisting of:

- All Office Bearers listed above.
- Committee Member: All Owners

*Office Bearers do not have the power to vary the common property, grant exclusive rights, authorise any capital works or approve any installations or additions. Office Bearers do not have the power to resolve any matter for which a Special or Unanimous resolution is required. Office Bearers are authorised to oversee routine maintenance of the Corporation and oversee the adherence of Articles.

*The Committee may be empowered by the Corporation to make further decisions at properly convened Committee meetings. Committee meetings must be held in accordance with the **Community Titles Act 1996**. An Agenda needs to be forwarded to all Committee Members and proper meeting minutes detailing the decisions made must be kept (copies to be held in the Corporation records).

MOTION CARRIED

6. **Insurance; review of Policies and Sums Insured:**
Stratarama advised the Corporation that **Section 103 (1) of the Community Titles Act 1996** requires the Corporation Owners to insure **the common property** for full replacement value or reinstatement value. In accordance with Section 103 (1)(b) a Community Strata scheme generally includes the buildings as common property and, in these instances, (where shown in the Act, plan or scheme description/ by-laws) the group will insure the buildings collectively.

In Community schemes however the buildings with-in a Lot are not common property and must be insured individually by the Lot Owner. In accordance with Section 103 (1)(b) a Community Owner also has a responsibility to insure any part of their property including a party wall (building or structure) providing support or shelter to another building or structure on another Lot or common property.

Insurance Policy Breakdown:

Building cover:	$1,716,750	
Public/ Legal Liability:	$20,000,000	
Office Bearers Cover:	$250,000	
Fidelity Guarantee Cover:	$100,000	
Flood inclusion Cover:	Refer Policy details	
Excess:	$1,000 on building	
Last Valuation report:	None on file	Dated: - None of File.
Current Insurer:	CHU Strata Insurance	Broker: SureWise
Renewal date: 21/01/2025		

Excess payments: Members have previously resolved that; insurance excesses will be payable by the Corporation for common property claims.
Claims: Stratarama advises that to ensure claims and insurance renewals are processed correctly, Members must report all possible claims as soon as possible.
Standing direction: To ensure compliance of current legislation, the Corporation agree to grant a standing direction to Stratarama Pty Ltd to renew the Corporation insurance (including obtaining quotes and changing Insurers) per direction of the Members at a meeting of the Corporation, or as instructed by the Office Bearers where empowered to do so. It is noted that Stratarama Pty Ltd may receive a commission for placing your insurance of upto 20%. Any commissions payable to Stratarama are disclosed in our

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management agreement. *Where the Owners insure direct through one of the unit owners Stratarama receive no commission as is the case with this Corporation.*

Insurance renewal: Members advised the Manager to retain the current insurance level of cover; Furthermore, members agreed to raise a special levy to cover the cost of the insurance premium.

MOTION CARRIED

Insurance Valuation: Members resolved not to have an insurance valuation.

MOTION CARRIED

PDS & FSG: Copies of all product disclosure and Financial service guides for your Insurer can be can be easily located by visiting: https://www.stratarama.com.au/general-information-and-pds/

Contents & Landlord Protection covers: Stratarama advise the group that the Building policy contains neither contents nor landlord protection. The legal/ Public liability covers applied to the building also do not extend to the inside of a Lot/ unit. It is advisable for the Members to individually source these covers even during periods where the unit may be unoccupied. Tenant and Owner contents include such items as carpet, light fittings and curtains. Some options for these covers can be found via the Stratarama website: https://www.stratarama.com.au/landlord-and-contents-insurance/

7. **General Business / Maintenance:**

Gutter Cleaning: It was resolved by the Owners present to continue with the process of jointly cleaning the Corporation gutters.

MOTION CARRIED

Authorised vs Non-approved Repairers: The Corporation utilise the services of SMATA to check, report and monitor the insurances, ABN, licenses and registrations of Contractors used on this site. This has been set to reduce the Corporations potential liability in this area. If the Corporation wishes to use a Contractor that is not SMATA approved, Stratarama can be instructed by the Office Bearers in writing to do so. It is noted that the Owner may be personally liable for any loss, damage, defective work or public liability claim made, involving any unapproved Contractor.

8. **Administrative Fund Budget:**
The budget for the coming period was presented by the Manager. It was further resolved by ordinary resolution that the proposed **budget contribution be set at $9,000.00 annually.**

Contributions will be raised quarterly according to unit entitlement, as per the budget schedule.
If the costs met by the Corporation in this period is less than the projected budget, the surplus funds will be carried over for future maintenance costs.

MOTION CARRIED

9. **Sinking Fund Budget:**
The Manager advised that under existing legislation, any Corporation consisting of 7 units or more must undertake a sinking fund analysis for non-recurrent expenses which may be incurred. This analysis should forecast the upcoming 3 years for groups of 7+ units and 5 years for groups of 20 or more.
The budget for the coming period was presented by the Manager. It was resolved that the proposed budget be retained with ***contributions being set annually at $2,800.00***

Contributions will be raised quarterly according to unit entitlement, as per the budget schedule.
The Manager advised Members that a Sinking fund projection for 10 years can be obtained from a Quantity Surveyor where requested by the Corporation. There is no requirement on Members to obtain a Quantity Survey Sinking forecast, nor for Members to act upon any budget presented. Stratarama takes no responsibility for any forecast provided by Stratarama direct or decisions made by the group when setting a sinking fund contribution.

MOTION CARRIED

Levies Due: Levies will fall due on the following dates- 1st of May 24, 1st of August 2024, 1st November 2024 and 1st of February 2025.

Special Levy Authority/ shortfall of funds: Where the Corporation has insufficient funds to meet its recurrent expenditure, the Manager is authorised to raise a special levy necessary to raise sufficient funds to cover the shortfall and ensure the Corporation is able to continue to meet its financial obligations. The Manager would raise such levy after consultation with the groups Presiding Officer, in accordance with the entitlement values of each unit for payment by those registered as proprietors of each unit.

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10. **Levy Arrears/ recovery of overdue contributions:**
In accordance with the governing legislation, the Corporation will apply interest to arrears at the amount of 15% per annum calculated daily. This interest will be applied where the payment of a contribution/ levy or levy/contribution instalment is not received with-in 30 days of the due date. The Presiding Officer and/or Committee is authorised to waive penalty interest charges in circumstances of extreme adversity at their discretion only.
Stratarama is authorised (with no further authority required) to take action to recover all associated costs relating to debt recovery from any Owner in arrears, including but not limited to legal fees, administrative costs, service fees, court fees, debt collection costs and commissions payable to third party debt collection providers and any other costs incurred.
Overdue notices are charge to the Owner as follows: a) Stage 1 Debt recovery reminder $11.00 inc gst b) Stage 2 Debt recovery reminder $22.00 inc gst c) Stage 3 Debt recovery reminder $33.00 inc gst

MOTION UNANIMOUSLY CARRIED

11. **Policies:**
Correspondence Delivery: Where possible it is recommended that Members supply an email address and that this is utilised for correspondence delivery so as to receive all notifications and information from Management and the Committee as soon as possible. Members are responsible for notifying management of any changes to their contact details (including Property management and Tenant details) ASAP to prevent delivery failure of notices, levies and other information which may result in additional fees and costs to the individual. These costs are recoverable per the above levy arrears policy.
Owner contact register: The Corporation is required to maintain a register of unit Owner contact information in accordance with the current legislation. This information is accessible by Members, and personal contact information may be provided to Contractors attending site.
Approvals, additions and alterations: Any approval sought by a unit Owner outside of the Annual General meeting may require a special meeting to be held to resolve the request. Any request sought which is for the exclusive benefit of one Owner, associated meeting costs would be the responsibility of that Owner. All proposed approvals and alterations must be placed on the Agenda of the upcoming meeting so that they can be considered by the Members per the legislative requirements.

12. **Approvals sought:**
All approvals proposed are to be voted on in accordance with current legislative requirements. These applications must be recorded on the Agenda for the meeting.

13. **Any Other Business:**
No other business raised.

General Notes:
After-hours emergency maintenance: Stratarama will have available to Members an afterhours contractor available to handle all queries outside of business hours that are of an emergency nature. Simply contact the Stratarama office in event of an emergency to be directed to the contractors' contact details.

14. **Next Scheduled Meeting:**
The next AGM for your Corporation is scheduled to be held at 1.00 pm on Wednesday the 9th of April 2025. The meeting will be held via ZOOM.

15. **Meeting Closure:**
There being no further business, attendees were thanked for their presence and the meeting was declared closed at 1:25 pm.

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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
14/07/2025	No Resolutions Recorded

PURPOSE:	PRIMARY COMMUNITY STRATA	AREA NAME:	CAMPBELLTOWN	APPROVED: JOHN VERDUYN 06/02/2012	C27186
MAP REF:	6628/39/L	COUNCIL:	THE CORPORATION OF THE CITY OF CAMPBELLTOWN		
LAST PLAN:	F55282	DEVELOPMENT NO:	170/C021/11/001/31074	DEPOSITED: SEAN FROST 19/03/2012	SHEET 1 OF 4
					32723_text_01_v04_Version_4

AGENT DETAILS: BARTLETT DRAFTING & DEVELOPMENT
PO BOX 297
WELLAND SA 5007
PH: (08) 82415511
FAX: (08) 82415050

AGENT CODE: BATRP

REFERENCE: GB1565/PL3353

SURVEYORS CERTIFICATION: I David Edward Pyper , a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996
4th day of February 2012 David Pyper Licensed Surveyor

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	5406	490		ALLOTMENT(S)	21	F	133572	ADELAIDE		

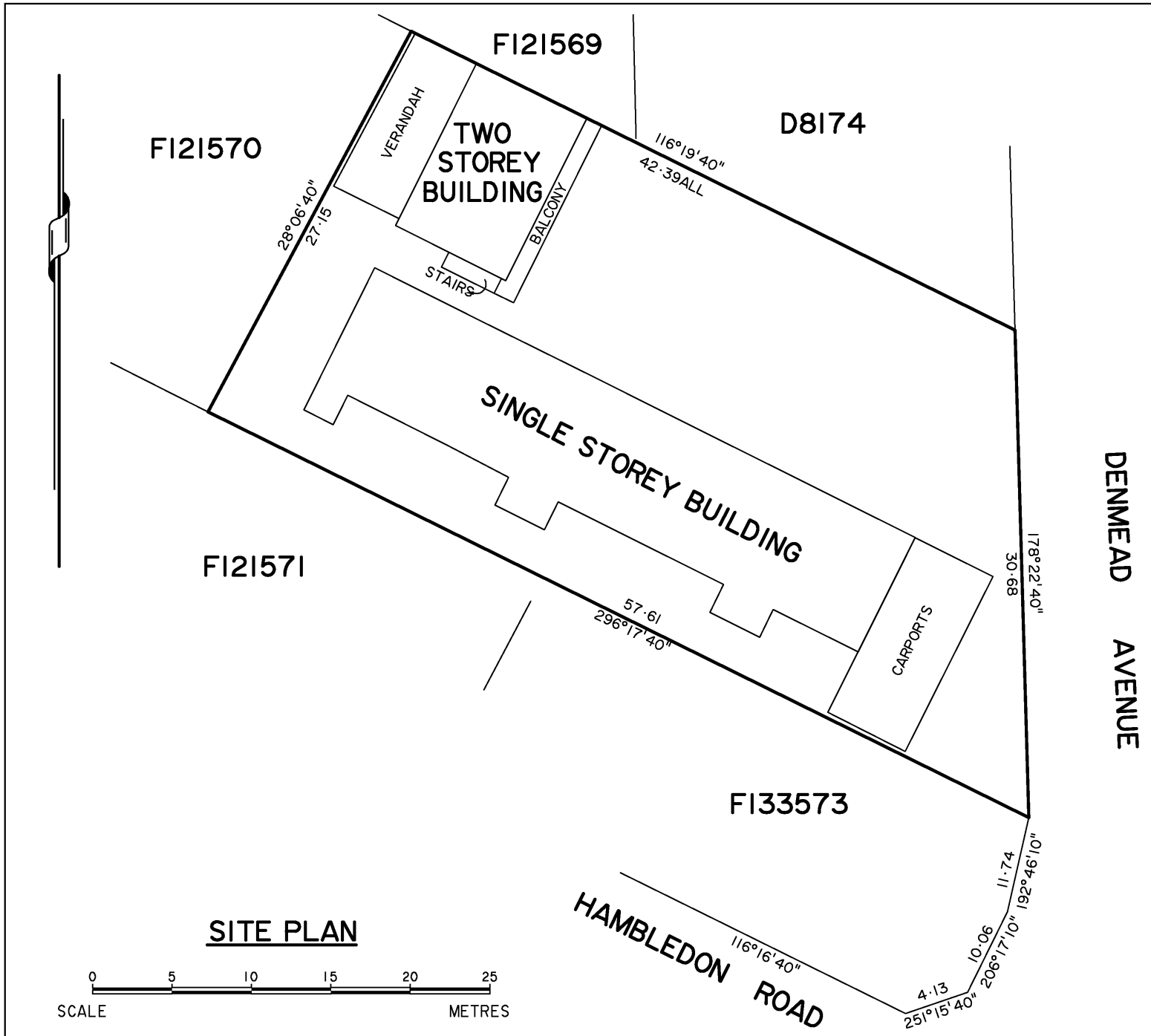
OTHER TITLES AFFECTED:

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION

ANNOTATIONS: THE SERVICE INFRASTRUCTURE COULD NOT BE FOUND DUE TO THE AGE AND NATURE OF THE SCHEME AND THE UNAVAILABILITY OF RECORDS

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C27186

SHEET 2 OF 4

32723_pland_1_V02_Version_4

BEARING DATUM: MGA 94 ZONE 54
DERIVATION: PSM 6628/15103 - 6628/32593

TOTAL AREA 1356m²

BARTLETT
Drafting & Development
PO Box 297 WELLAND SA 5007
Ph 08 8241 5511 Fax 08 8241 5050 gary.bartlett@bigpond.com
Survey by - Pyper Leaker Surveying Services Pty Ltd (PL 3353)

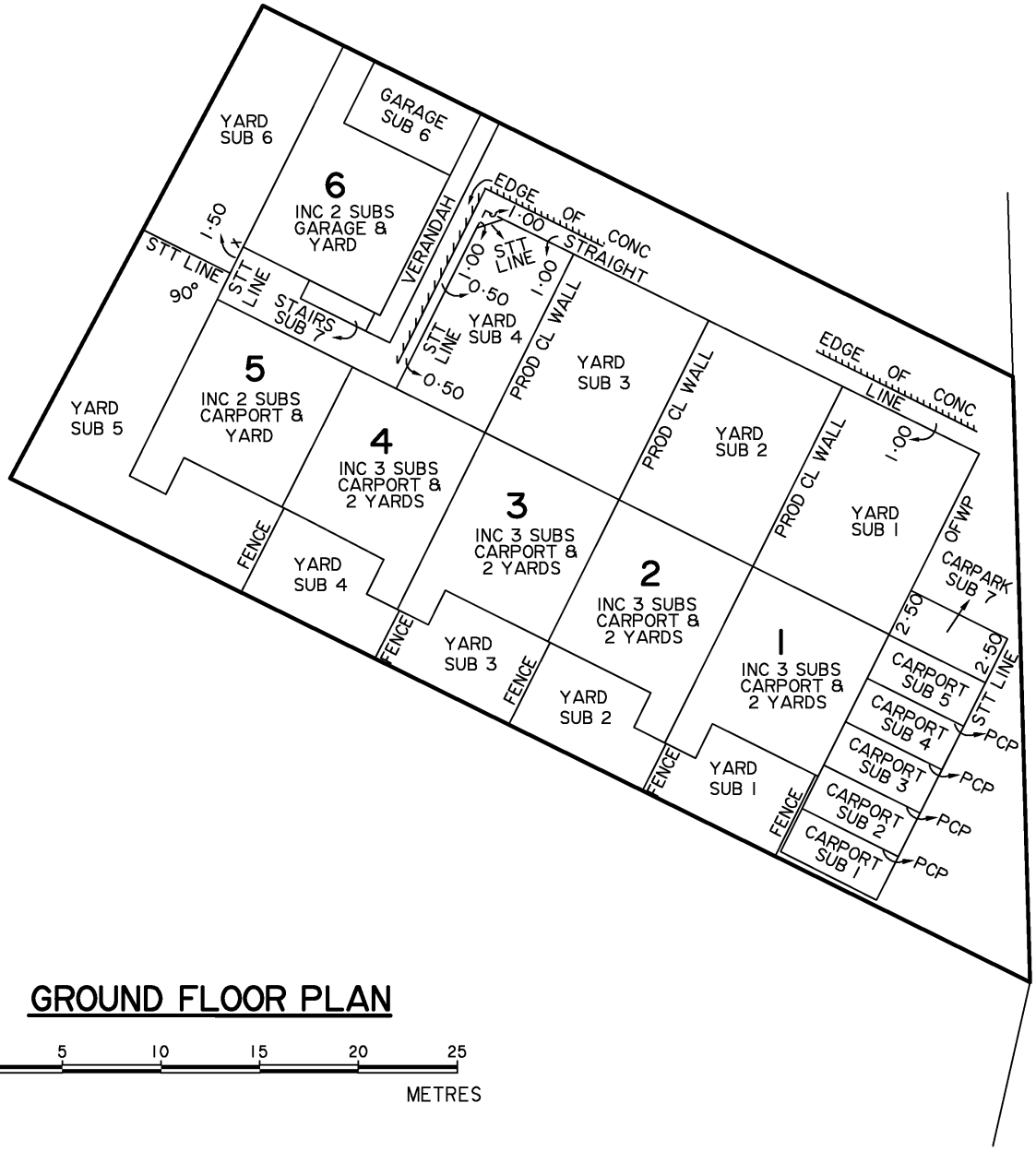
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C27186

SHEET 3 OF 4

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GROUND FLOOR PLAN

0 5 10 15 20 25

SCALE METRES

THE LOWER AND UPPER BOUNDARIES OF THE LOT SUBSIDIARIES SHOWN AS YARD AND CARPARK ARE THE EXISTING GROUND LEVEL AND 3·00 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVER HANGING STRUCTURES BELOW 3·00 METRES

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS STAIRS ARE LIMITED TO 2·8 METRES ABOVE THE UPPER SURFACE OF THE STEPS UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2·8 METRES

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2·8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2·8 METRES

OFWP - OUTSIDE FACE OF WALL PRODUCED
PCP - POST AND CENTRE LINE PRODUCED
STT - STRAIGHT
CL - CENRE LINE

BARTLETT
Drafting & Development
PO Box 297 WELLAND SA 5007
Ph 08 8241 5511 Fax 08 8241 5050 gary.bartlett@bigpond.com

Survey by - Pyper Leaker Surveying Services Pty Ltd (PL 3353)

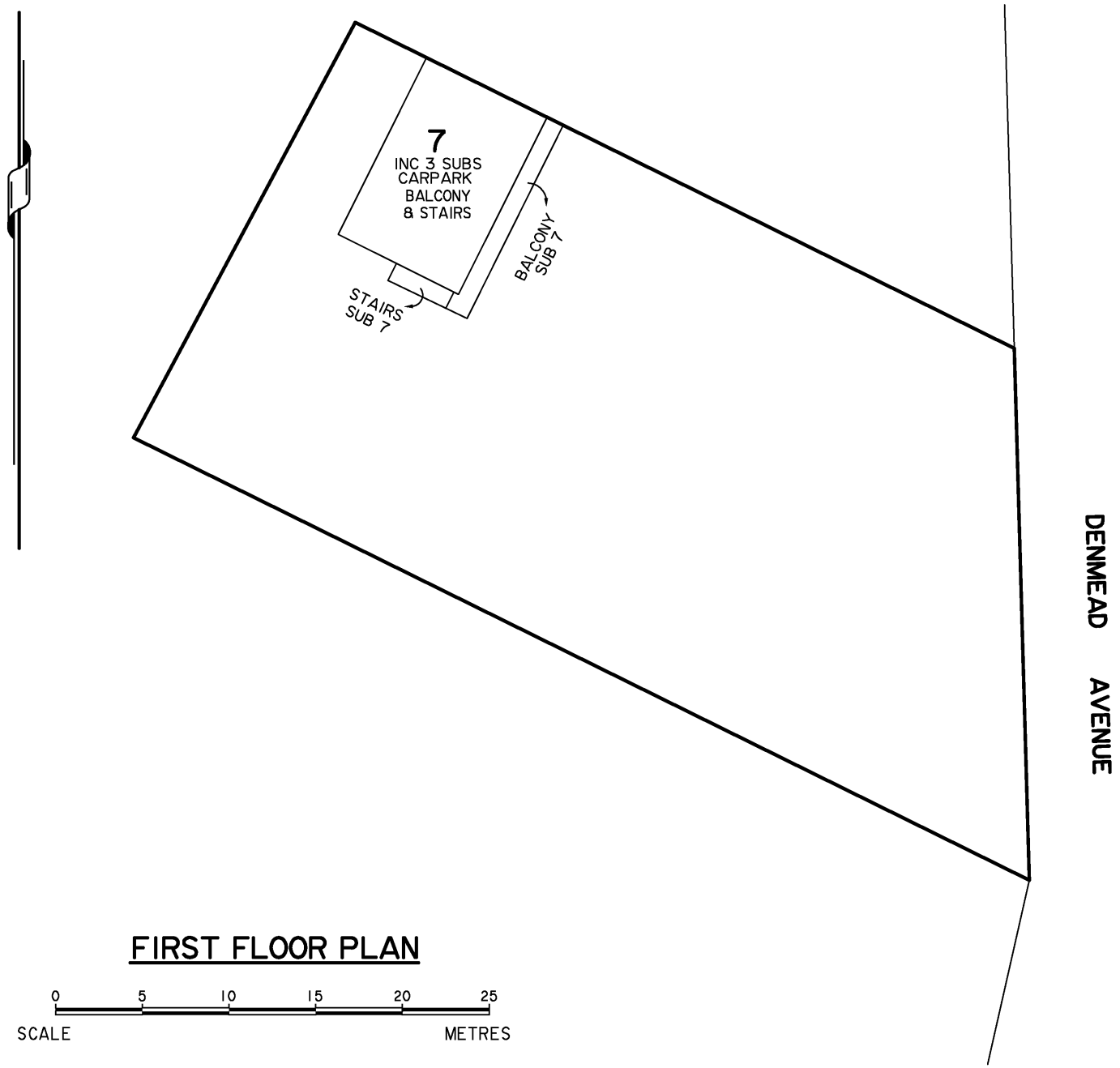
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C27186

SHEET 4 OF 4

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THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS STAIRS ARE LIMITED TO 2·8 METRES ABOVE THE UPPER SURFACE OF THE STEPS UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2·8 METRES

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2·8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2·8 METRES

FIRST FLOOR PLAN

0 5 10 15 20 25

SCALE METRES

BARTLETT
Drafting & Development
PO Box 297 WELLAND SA 5007
Ph 08 8241 5511 Fax 08 8241 5050 gary.bartlett@bigpond.com

Survey by - Pyper Leaker Surveying Services Pty Ltd (PL 3353)

ref	GB1565	Dwg	GB1565CPF	Date	3/12/2011	Rev	1

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27186

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER
C 27186

SHEET 1 OF 1

ACCEPTED

REGISTRAR-GENERAL 19-3-2012

DEV. No. 170/C021/11

APPLICATION ACT 11727328

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
1	1450	
2	1450	
3	1450	
4	1450	
5	1450	
6	1450	
7	1300	
AGGREGATE	10000	

CERTIFICATE OF LAND VALUER

I...Gil Piccinato.....
being a land valuer within the meaning of the Land Valuers Act 1994 certify that the schedule is correct for the purposes of the Community Titles Act 1996

Dated the...13th..day of...February .2012

.....
Signature of Land Valuer

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Docusign Envelope ID: 978B86EF-6973-4057-99FF-268004AD9398

Orig. LF 11727329

12:37 7-Mar-2012
2 of 3 Fees: $0.00

Prefix
LF
Series No.
2

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: NORTH EAST CONVEYANCERS
PO BOX 4120
Correction to: NORWOOD SOUTH SA 5067
23572

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1. .....
2. .....
3. .....
4. .....
5. .....

14:03 09/03/2012 02-011282
REGISTRATION FEE $125.00
TRANSACTION FEE $15.00

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED AGENT(S)

ITEM	AGENT CODE

PICK-UP NO.	
CP	

CORRECTION	PASSED
	E
FILED 19.3.2012	PRO REGISTRAR-GENERAL

R-G 250505

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balances commencing from the day that the money becomes due for payment.

Certificate as to preparation of By-laws

Certified correctly prepared in accordance with the requirements of the Community Titles Act 1996 by the person who prepared the document.

.....
Signature

MARK RAHOLSKI
.....
Name

32A KENSINGTON RD ROSE PARK SA 5067
.....
Address

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BY-LAWS

COMMUNITY PLAN No. 27186 INC.

1 Denmead Avenue Campbelltown SA 5074

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COMMUNITY TITLES ACT, 1996
MANAGEMENT BY-LAWS

WARNING

The terms of these By-laws are binding on the Community Corporation, the owners and occupiers of the community Lots and the development Lot or Lots (if any) comprising the scheme and persons entering the community parcel.

These By-laws relate to the control and preservation of the essence or theme of the Community Corporation and as such may only be amended or revoked by resolution of the Community Corporation in accordance with Section 39 of the Community Titles Act (Regulations).

In the event that a conflict occurs between one or more of the following By-laws and the conditions of any encumbrance registered over the land, the terms and condition of the encumbrance shall over rule the offending By-law.

PART 1

PERMITTED USE

No dwelling shall be used or occupied otherwise than as a residence.

PART 2

RESTRICTED COMMON PROPERTY

There is no restricted Common Property within the Community Corporation

PART 3

By-law 1 - Common Property

1. The Common Property is as shown on sheet 1 of the Primary Plan of the scheme and is for use by the owners and occupiers of the Community Lots and other authorised persons to provide access and services to the Community Lots or for any other purposes as approved by the Community Corporation from time to time.

2. The Community Corporation is responsible for the administration, management and control of the Common Property.

3. The Community Corporation will properly maintain and keep in good repair the roadway, landscaping and gardens comprising the Common Property and shall be entitled to raise and receive levies from the owners of the Community Lots to cover the costs of these works.

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4. A person must not obstruct a roadway unless authorised to do so by the Community Corporation.

5. A person must not park a vehicle on a driveway unless authorised to do so by the Community Corporation.

6. A person must not deposit any rubbish on the Common Property or deposit any material that is likely to be hazardous or offensive to other persons.

7. A person driving a vehicle on the Common Property must not exceed a speed of 5 kilometres per hour.

8. A person must not drive a motor bike or scooter or ride a bicycle or small wheeled vehicle including any skate board, roller skates or roller blades along any path, walkway or thoroughfare unless authorised to do so by the Community Corporation.

9. A person must not park a motor vehicle on the Common Property except on a part of the Common Property set aside for parking of motor vehicles.

10. A person must not damage or interfere with any lawn, garden, tree, shrub, plant, flower, building structure or ancillary service on the Common Property unless that person shall have the authorisation to do so by the Community Corporation.

11. A person must not display an advertisement, sign, placard, banner or other thing on any part of the Common Property without the authorisation of the Community Corporation

By-law 2 - Garbage

1. The occupiers of a Community Lot must provide a garbage bin for the storage of garbage upon their respective Lots and to ensure that garbage is removed from the Lot by way of regular garbage collection arrangements.

   Bins are to be placed for collection in an orderly fashion for collection at the location designated by the Community Corporation no earlier than 5:00pm on the evening before the day of collection and the bins are to be returned by the owner or occupier to the respective Lot no later than 7:00pm on the day of collection.

By-law 3 - Statutory Services

1. The Community Corporation shall be responsible for maintenance of Statutory Services on the Common Property and Lot owners shall be responsible for the maintenance repair and replacement of services within their Lots.

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By-law 4 - Insurance

1. The Corporation shall insure all improvements contained within the Community Scheme and shall be entitled to recover proportional costs from owners of Lots within the Community Scheme.

   The Community Corporation must review; on an annual basis :

   a all insurance effected by it; and

   b the need for new or additional insurance's

2. Notice of an Annual General Meeting must :

   a include a form of motion to decide whether insurance's effected by the Community Corporation should be confirmed, varied or extended; and

   b for every alternate Annual General Meeting be accompanied by a written valuation of all buildings; structures and other improvements on Common Property made by a qualified valuer.

3. The Community Corporation must immediately effect new insurances or vary or extend insurance's if there is an increase in risk or a new risk to Common Property or the Community Corporation.

4. A proprietor or occupier of a Lot must not, except with the approval of the Community Corporation, do anything that might :

   a void or prejudice insurance effected by the Community Corporation; or

   b increase any insurance premium payable by the Community Corporation.

By-law 5 - Maintenance of a Building on a Lot

1. The proprietor or occupier of a Lot must keep the Lot including, without limitation, the exterior of the building on the Lot, clean and tidy and in good repair and condition.

2. The proprietor or occupier of a Lot must carry out all maintenance and repairs to the exterior of the buildings on the Lot in a proper and workmanlike manner.

By-Law 6 - Antennae and Satellite Dishes

1. The owner or occupier of a lot must not without the Corporation's approval erect any antennae or satellite dish or any other device on any roof, any building constructed within the community scheme or any part of the Common Property.

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By-Law 7 – External Blinds and Awnings

1. The owner or occupier of a lot must not without the Corporation's approval erect or attach any external blinds or awnings on any building constructed within the community scheme or any part of the Common Property.

By-law 8 - Landscaping

1. Each proprietor or occupier of a Lot shall keep the garden of that Lot maintained and clear of rubbish and shall not change the landscaping of that Lot so as to substantially alter the environment.

By-law 9 - Peaceful Enjoyment

1. A proprietor or occupier of a Lot shall not interfere with the quiet enjoyment of another Lot.

2. A proprietor or occupier of a Lot shall not create any noise or undertake any activity or allow any pet to behave in a manner which is likely to interfere with the peaceful enjoyment of another Lot.

By-law 10 - Community Corporation's Right to Recover Money

1. The Community Corporation may from time to time raise levies and accounts to collect amounts from Lot owners to cover its expenses and costs incurred to carry out its duties.

2. The Community Corporation may recover any money owing to it under the By-laws as a debt.

3. A proprietor or occupier of a Lot must pay or re-imburse the Community Corporation on demand for the costs charges and expenses of the Community Corporation in connection with contemplated or actual enforcement , or
preservation of any rights under the By-laws in relation to the proprietor or occupier.

4. The costs, charges and expenses recoverable by the Community Corporation shall include without limitation, those expenses incurred in retaining any contractor, worker, independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events.

5. The Community Corporation may charge interest on any overdue monies owed by a proprietor or occupier of a Lot to the Community Corporation at the rate of 2% per annum above the rate quoted by the Community Corporation's Bankers on overdraft accommodation less than $100,000, calculated on daily

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Level 13, 431 King William Street
Adelaide SA 5000

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0006059804
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	21/01/2025 to 21/01/2026 at 4:00pm
The Insured	COMMUNITY CORPORATION NO. 27186 INC.
Situation	1 DENMEAD AVENUE CAMPBELLTOWN SA 5074

Policies Selected

Policy 1 – Insured Property
Building: $1,350,000
Common Area Contents: $13,500
Loss of Rent & Temporary Accommodation (total payable): $202,500

Policy 2 – Liability to Others
Sum Insured: $20,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Fidelity Guarantee
Sum Insured: $100,000

Policy 5 – Office Bearers' Legal Liability
Sum Insured: $500,000

Policy 6 – Machinery Breakdown
Not Selected

Policy 7 – Catastrophe Insurance
Not Selected

Policy 8 – Government Audit Costs and Legal Expenses
Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

Policy 9 – Lot owners' fixtures and improvements (per lot)
Sum Insured: $250,000

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

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Flood Cover is included.

Date Printed 16/12/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

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Residential Strata
Insurance Plan



CHU

Product Disclosure Statement
and Policy Wording

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Docusign Envelope ID: 978B86EF-6973-4057-99FF-268004AD9398

Residential Strata
Insurance Plan

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Date of preparation: 12 July 2023
Date effective: 1 October 2023
QM562-1023

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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 following tables show a summary 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	**Special Benefit 1e. 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 Benefit 1f. 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 Benefit 1g. 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 Benefit 1i. 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 Benefit 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 Benefit 3. Alterations/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 Benefit 5. Electricity, gas, water and similar charges – excess costs** For the cost of increased usage, accidental discharge or additional management charges of electricity, gas, sewerage, oil and water You are required to pay following Damage to Insured Property	Up to $2,000
Policy 1 – Insured Property	**Special Benefit 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 Benefit 7. Fusion of motors** The cost of repairing or 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 Benefit 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 Benefit 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 Benefit 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 1 – Insured Property	**Special Benefit 12. Keys, lock Replacement** Reasonable costs in re-keying, re-coding locks or replacing locks if keys to Your Insured Property are stolen as a consequence of forcible entry	Up to $5,000

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POLICY SECTION	SUB-LIMIT	WHAT WE'LL PAY
Policy 1 – Insured Property	**Special Benefit 13. Landscaping** Reasonable costs You or a Lot Owner incurs in replacing or repairing Damaged trees, shrubs, plants, lawns or rockwork at Your Situation lost or Damaged by a claimable Event	The lesser of 1% of Building Sum Insured under Policy 1 or $100,000. For fallen trees or branches that have caused Damage to Insured Property, We will pay up to $5,000 for their removal and disposal
Policy 1 – Insured Property	**Special Benefit 14. Modifications** We will pay for modifications to a Lot/Unit if the Lot Owner permanently resides there and becomes a paraplegic or quadriplegic as a direct consequence of Damage to Your Insured Property admitted as a claim	Up to $25,000 a Lot/Unit
Policy 1 – Insured Property	**Special Benefit 15. Money** Loss of Your money while in the personal custody of an Office Bearer, committee member or of Your Body Corporate Manager/Agent while acting on Your behalf (excluding fraudulent misappropriation, larceny or theft of employees, Lot Owners including family or a proxy of a Lot Owner)	Up to $25,000
Policy 1 – Insured Property	**Special Benefit 16. Mortgage discharge** To discharge any mortgage over Your Insured Property if it becomes a total loss and is not replaced	Up to $5,000
Policy 1 – Insured Property	**Special Benefit 17. Personal property of others** Pay up to the Indemnity Value of other's personal property which is Damaged by an Event admitted as a claim while in Your physical or legal control	Up to $10,000
Policy 1 – Insured Property	**Special Benefit 18. Pets, security dogs** Costs incurred by a Lot Owner occupying a residential Lot/Unit reasonable costs for boarding pets or security dogs if Lot/Unit is rendered unfit for its intended purpose by Damage to Insured Property admitted as a claim	Up to $1,000 a Lot/Unit
Policy 1 – Insured Property	**Special Benefit 20. Damaged office records** Reasonable expenditure You incur in collating, preparing, rewriting or reproducing records, books of account, Electronic Data and valuable papers directly related to Your Insured Property which are Damaged by a claimable Event	Up to $50,000
Policy 1 – Insured Property	**Special Benefit 21. Removal, storage costs** Reasonable costs You incur in removing and storing undamaged portion of Your Insured Property and then returning to the Situation following Damage to Your Insured Property that is admitted as a claim	Up to $25,000
Policy 1 – Insured Property	**Special Benefit 22. Removal of squatters** Legal fees You incur to repossess Your Insured Property or a Lot/Unit if squatters are living in it	Up to $1,000 any one Period of Insurance
Policy 1 – Insured Property	**Special Benefit 23. Title deeds** Reasonable costs to replace Title Deeds to a Lot/Unit or Your Insured Property if Damaged by a claimable Event	Up to $5,000
Policy 1 – Insured Property	**Special Benefit 24. Water removal from basement** Reasonable costs You incur in removing water from basement or undercroft areas of Your Insured Property if such inundation is directly caused by Storm or Rainwater	Up to $2,000
Policy 7 – Catastrophe Insurance	**Special Benefits** Total amount payable under Policy 7 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 8 – 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 will not be unreasonably 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 months
Policy 1 – Insured Property	**Special Benefit 1c. 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 30 days
Policy 1 – Insured Property	**Special Benefit 1d. 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 48 hours We will pay from the time of the failure until the time such services are reinstated, not exceeding a maximum of 30 days
Policy 6 – 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 days Liability for Loss of Rent or Temporary Accommodation will be limited to a period not exceeding a maximum of 30 days and up to a maximum of 20% of the amount shown in the Schedule

Excess table

POLICY SECTION	DESCRIPTION OF EXCESS	EXCESS AMOUNT TO PAY
Policy 1 - Insured Property	**Earthquake Excess**	$500, or the Excess amount shown in the Policy Schedule, whichever is greater
Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses	**Additional Excess** This Excess applies to each and every Claim made under Policy 8 Part C	$1,000 unless otherwise shown in the Policy Schedule

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Product Disclosure Statement (PDS)

This PDS was prepared on the 12th July 2023.

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.

Information in this PDS might change. If the change is adverse and might affect a reasonable person's decision to buy the Policy, then either a supplementary PDS (SPDS) or a new PDS will be provided at renewal. You can get a copy of all updates (whether adverse or not adverse) at no charge by Us, simply by calling Us.

About QBE

The Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 (QBE). QBE Insurance (Australia) Limited is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886.

We have authorised the information contained in this PDS.

QBE in the community

Premiums4Good™

We are committed to giving back to the communities that We operate in. Through Premiums4Good™, We invest a portion of customer premiums into investments that have additional social or environmental features. So, when You choose Us as Your Insurer, Your Premium automatically does some good.

About CHU

CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070) (CHU) is an underwriting agency that provides general advice to issue general insurance products in the Strata Industry and holds an Australian Financial Services Licence (AFS Licence No: 243261). CHUiSAVER Underwriting Agency Pty Ltd (ABN 85 613 645 239, AFSL 491113) trading as Flex Insurance (Flex) is a wholly owned subsidiary of CHU. CHU is a wholly owned subsidiary of Steadfast Group Ltd (ABN 98 073 659 677) ('SGL').

Authority to deal with Your information

CHU may share information which You have provided to it with its related Body Corporate(s) Flex, not only for the purpose of this CHU product but also for the secondary purpose of products offered by Flex. This includes if You tell Us something in seeking insurance from Us. In purchasing the product described in this PDS You consent to related Body Corporate disclosure for a secondary purpose.

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 Conditions section sets out the full details of what You need to do in the event of a claim.

Claims made and Notified Insurance

Policy 5 – Office Bearers' Legal Liability and Policy 8 – 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 take the security of Your personal information seriously.

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 from whom We collect personal information, as well as where We store it and the ways We could use it. You can find it at qbe.com/au/about/governance/privacy-policy

You can view CHU's Privacy Policy at www.chu.com.au or obtain a copy by contacting CHU's / Steadfast's Privacy Officer at:

Phone:	+61 2 9307 6656
Email:	privacyofficer@steadfastagencies.com.au
Post:	PO Box A2016, Sydney South NSW 1235

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. 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 9);
  - what Excesses You may have to pay;
  - when You are not insured (see General Exclusions and other exclusions under Policies 1 to 9);
  - 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

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 the 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.

We also provide cover for Special Benefits in addition to the 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 – Fidelity Guarantee

We will indemnify You up to the Sum Insured stated in the Schedule for Policy 4 for the fraudulent misappropriation of Your Funds committed during the Period of Insurance.

Policy 5 – 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 5 will not exceed the Limit of Liability shown in 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 6 – Machinery Breakdown

We insure You up to the Sum Insured shown in the Schedule for Policy 6 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 following Damage if the Sum Insured is not exhausted. Details of the Additional Benefits are set out under the heading 'Additional Benefits' in Policy 6.

We also provide cover for Special Benefits in addition to the Sum Insured for Policy 6. Details of the Special Benefits are set out under the heading 'Special Benefits' in Policy 6.

Policy 7 – Catastrophe Insurance

We insure You up to the Sum Insured shown in the Schedule for Policy 7 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 60 days after the Catastrophe; and

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

Policy 8 – 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 8 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 9 – Lot Owners' Fixtures and Improvements

We insure the cost of replacing Lot Owners' Fixtures and

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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 to take reasonable care not to make a misrepresentation. This means giving Us true, complete and accurate answers to Our questions, including where You provide information on someone else's behalf. We use Your answers to decide whether to insure You and on what terms. 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 total cost of the Policy is shown in the Schedule and is made up of Your Premium plus government taxes, fees, duties and charges such as Stamp Duty, GST and any Emergency Services 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.

Annual Premium

We will let You know how much Premium You need to pay Us, how to pay it and when. If You pay Your Premium annually, You need to pay Your Premium on time to ensure You are covered. If You don't pay the Premium Your Policy may be cancelled and We'll write to You to let You know when this will happen.

Instalment payments

Customers who acquire a Policy directly through CHU have an option to pay for the Policy by way of instalments.

If You pay Your Premium by instalment, Your Schedule will show the date and frequency of Your instalments. If Your direct debit details change You must tell Us no later than seven days before Your next instalment is due to allow Us to process the change in time.

What happens if You miss an instalment

If You miss an instalment We'll contact You to ask You to pay it or arrange to collect it from You. If You don't pay the missed instalment Your Policy may be cancelled and We'll write to You to let You know when this will happen.

If You don't pay the missed instalment and a claim arises, then We will deduct the missed instalment from Your claim.

At renewal

If You pay by instalments, and You renew Your Policy, We'll continue to deduct instalments for Your renewed Policy at the new Premium level according to the same instalment pattern, unless You tell Us to stop Your direct debit.

If You don't want to renew, You must tell Us at least seven days before Your Policy's end date so that We can arrange for the direct debit to stop in time.

A claim on Your Policy may affect Your renewal Premium

If You have a claim, contact Us as soon as You can after the incident - see Claims Conditions – What You must do. To avoid Your claim being delayed, reduced or refused You must not unnecessarily delay notifying Us of the incident - see Claims Conditions – What You must not do. If You were in difficult circumstances that prevented You from telling Us about the claim, let Us know.

If We send You a renewal invitation and the Premium doesn't take into account a claim on Your Policy, You agree to pay Us any additional Premium We would have charged if We had known about that claim.

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If You tell Us about the claim before Your renewal takes effect and We agree to continue to insure You, We may apply specific conditions to Your Policy (including an imposed Excess) and/or recalculate Your renewal Premium and send You an updated renewal invitation.

If Your Policy has already renewed and We agree to continue to insure You, We may ask You for an additional Premium. If You're paying in instalments, any remaining instalments will be adjusted to reflect the additional Premium. If You've already paid Your renewal Premium in full, You'll need to pay Us any additional Premium to ensure Your cover is not affected. If You don't pay the additional Premium by the due date then We may:

- deduct the outstanding Premium amount from a claim payment; or
- cancel Your Policy - see General Conditions.

If it was reasonable in the circumstances for You to be unaware that You had a claim until after we issued Your renewal invitation, We will not ask You to pay the additional Premium for that renewal period however the claim may affect Your future renewal Premiums and/or future Policy conditions (including the application of any imposed Excess).

Please note We may have other rights under this Policy or as permitted by law, depending on the circumstances.

If Your payment details change

If the direct debit details You use to pay Us change, such as You changing credit cards or bank accounts, You must tell Us at least seven days before Your next payment date to allow Us to process the change in time.

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.

Sending You documents

Documents relating to Your insurance Policy will be sent by post or email. Where You have been given the choice, they will be sent by Your chosen delivery method and You can change Your preference at any time.

It is Your responsibility to make sure Your contact details are current (including telephone number, email and mailing address where relevant) and You must update these as soon as they change.

How to make a claim

Please contact CHU to make a claim, the contact details are shown on the back cover of this document. 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, 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 practicable 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 will 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 period

If You change Your mind about Your Policy and haven't made a claim, You can cancel it within 21 days of the start or renewal date and We'll give You a full refund. If You cancel Your Policy in these circumstances, You will have no cover under the Policy.

To cancel Your Policy within the cooling off period, contact Us in writing or by email.

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

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.

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General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. The aims of the Code are fully supported by CHU. You can read the Code at codeofpractice.com.au

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit insurancecode.org.au

We recognise that family and domestic violence is a complex issue and We take it seriously. For more information about support, Our Family and Domestic Violence Customer Support Policy is available at qbe.com/au and at chu.com.au

Complaints

We're here to help. If You're unhappy with any of Our products or services, or the service or conduct of any of Our suppliers, please let Us know and We'll do Our best to put things right.

Step 1 – Talk to Us

Your first step is to get in touch with the team looking after Your Policy, direct debit, or claim. You'll find their contact details on Your Policy documents, letters, or emails from Us. Please provide Our team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to https://www.chu.com.au/resource/complaints-and-disputes

Step 2 – Customer Relations

If Your complaint isn't resolved by the team looking after Your Policy, direct debit, or claim, You can ask them to refer Your complaint on to Our Internal Dispute Resolution Team. An Internal Dispute Resolution Specialist will review Your complaint independently and provide You with Our final decision.

You can also contact the Internal Dispute Resolution Team directly:

Phone:	1300 193 174
Email:	complaints@chu.com.au
Post:	PO Box 500, North Sydney NSW 2059 or Level 33, 101 Miller Street, North Sydney NSW 2060

Step 3 – Still not resolved?

If We're unable to resolve Your complaint to Your satisfaction within a reasonable time, or You're not happy with Our final decision, You can refer Your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on Us.

Phone:	1800 931 678
Email:	info@afca.org.au
Post:	GPO Box 3, Melbourne VIC 3001

AFCA will inform You if Your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit afca.org.au

More information

You can find more information about how We deal with complaints on Our website at www.chu.com.au/resource/complaints-and-disputes/ or You can call Us on 1300 361 263 to speak with Us or request a copy of Our complaints brochure at no cost.

Complaints just about privacy

You can view CHU's Privacy Policy at www.chu.com.au or obtain a copy by contacting CHU's Privacy Officer at:

Phone:	1300 289 248
Email:	compliance@chu.com.au
Post:	PO Box 500, North Sydney NSW 2059

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

This Policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if You meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

How to contact APRA

Phone:	1300 558 849 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online:	www.apra.gov.au/financial-claims-scheme-general-insurers

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.

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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 Policies. These words will be defined in those Policies.

Action of The Sea

means tidal wave, high tide, king tide, Storm Surge, or any other movement of the sea except for Tsunami.

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.

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.

Earth Movement

means landslide, landslip, mudslide, subsidence and the heaving, collapsing, vibration, Erosion, settlement or shrinkage of earth, but not earthquake.

Note: 'Heave' is the upward movement of the earth supporting a building because of the expansion of soil.

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.

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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 (including Floating Floors), 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:

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, domestic garden equipment including lawn mowers, golf carts, golf buggies or other similar type items but only if such item is not required by law 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 domestic garden appliances not required by law 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).

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 5 – 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;

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b. computers, electronic and electrical equipment, domestic garden equipment;
c. Lot Owners' business and personal effects, furniture, furnishings, carpets, and floor rugs.

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), fees, duties and charges 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 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, KC 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 violent weather and high winds, sometimes accompanied by rain, hail or snow including a cyclone or tornado.

Storm Surge
means the covering of normally dry coastal land by water as a result of wind and low atmospheric pressure caused by a Storm.

Strata Legislation
means the respective State Legislation applying where Your Building is situated and includes (but is not limited to) 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. *Unit Titles (Management) Act 2011* (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 Lot 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 7.

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 – Fidelity Guarantee, Policy 6 – Machinery Breakdown, Policy 7 – Catastrophe Insurance, Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses and Policy 9 – 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 authorised 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.

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Tsunami
means a sea wave caused by a disturbance of the ocean floor or seismic movement such as an underwater earthquake or landslide.

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 physical deterioration to property occurring over time due to use and/or exposure to its environment.

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, 7, and 9:

the Body Corporate, Corporation, Owners Corporation, Plan or Company named in 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 7 – 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, but excludes Office Bearers whilst acting in that capacity.

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 in the Schedule.

d. in respect of Policies 4, 6, and 8:

the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule.

e. in respect of Policy 5 – 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;

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

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. Tell Us when these things change
You must tell Us as soon as reasonably possible if any of the information noted below has changed:

- You are carrying out construction works, alterations or additions that exceed $500,000; or
- You have cranes, hoists or similar attached to the Insured Property or at the Situation; or
- there is a change in the percentage of floor space used for commercial purposes; or
- Your building becomes subject to a Building Rectification Order, Fire Order or any other Order issued by a statutory body.

If You don't tell Us, We may reduce or refuse to pay a claim.

When You tell Us about something that has changed or request a change to Your Policy, We will assess the change to the risk in accordance with Our underwriting rules and processes.

Changes to Your cover
If You request any change to cover (e.g. You choose to add a Policy or You increase the Sum(s) Insured) then, if We agree to the change, We will issue a new Schedule and ask You for any additional Premium. If an additional Premium is required, the change will only be effective when:

- if You're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional Premium;

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or

- You have paid the additional Premium by the due date We give to You.

If You don't pay the additional Premium by the due date then We will make reasonable efforts to contact You using the latest contact details You provided Us. If We don't receive payment of the additional Premium owed, the change will not be effective and We will confirm this by issuing a replacement Schedule.

If You request any change to cover and We don't agree to the change, then We will let You know and the Policy will continue unchanged.

Changes to Your circumstances

Contact Us to discuss potential changes in circumstances when You know the details of the timing and nature of the changes before they happen, to find out in advance whether We will be able to continue to insure You.

If You tell Us about any of the following changes then We will cancel Your Policy and refund any unused portion of the Premium:

- You are carrying out construction works, alterations or additions that exceed $500,000 that are unacceptable under Our underwriting rules and processes; or
- You have cranes, hoists or similar attached to the Insured Property or at the Situation.

If there is a change in the percentage of floor space used for commercial purposes, We may need to cancel Your Policy and replace it with another policy.

If You tell Us about any other change, We will consider it under Our underwriting rules and processes at the time.

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 or charges, or CHU administration fees.

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 there is more than one insured on Your Policy, We may treat each as a separate and distinct party. The words You, Your, Yours may 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. We may treat what any one insured says or does in relation to Your Policy or any claim under it, as said or done by each of the insureds. We may rely on a request from one insured to change or cancel Your Policy or tell Us where a claim payment should be paid. 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.

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.

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For earthquake or seismological disturbance, where loss or Damage occurs during any one period of 72 consecutive hours, the Excess is $500, or the Excess amount shown in the Policy Schedule, whichever is greater.

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;
- **c.** to Policy 5 – Office Bearers' Legal Liability;
- **d.** to Policy 8 – 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 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 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. References to legislation

Legislation referenced in this Policy includes subsequent legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

'Subsequent legislation' means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

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, 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

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.

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8. Communicable diseases

There is no cover under any section of Your Policy for any claim, loss, damage, cost, injury, death or legal liability that is caused by or arises from or in connection with any contagious or communicable disease.

9. Cyber incident

There is no cover under any section of Your Policy for any claim, loss, damage, cost, injury, death or legal liability that is caused by or arises from or in connection with:

- an unauthorised or malicious act, software, coding or instructions;
- a threat, hoax, scam or fraud;
- programming or operator error; or
- outage,

affecting the use, integrity, security, operation, storage of, or access to, data, information, a computer, system, device, appliance, equipment, software, hardware, back-up facility or a component of or attachment to any of these, regardless of time or place.

Examples of what are not covered under Your Policy:

- loss, damage, destruction, distortion, erasure, corruption or alteration of, or loss of access to, or interference with, data on a computer or access to an internet service, due to malicious software or a cyber-attack, including but not limited to viruses, worms, Trojan Horses, back doors, logic bombs, trap doors, denials of service, ransomware or any computer hacking;
- unauthorised access to or copying of personal information via the internet or mobile phone network;
- unauthorised access to, or interference with the operation of, an appliance or device via the internet, Wi-Fi or Bluetooth;
- unauthorised access to Your computer or device provided by means of a scam, or connection of a storage or other device affected by malicious software.

However, You will still have cover for physical damage to Your property insured under Your Policy caused by an Event such as fire.

10. Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that it is unlawful for Us to do so.

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. report the incident to the police as soon as reasonably practicable following theft, vandalism, malicious damage or misappropriation of money or property and provide details of the report to Us. We may need the police report number to process Your claim or Our recovery action if there is a third party who is liable for Your loss.

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 costs and 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 8 – 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 and appropriate 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

Where reasonable You must:

a. comply with all the requirements of this Policy; and

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b. give Us all relevant 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. Contribution and other insurance

When making a claim, You must notify Us of any other insurance that You're aware will or may, whether in whole or in part, cover any loss insured under Your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to You or any other person) which covers the same loss, damage or liability You must provide Us with any reasonable assistance We require to make a claim for contribution from any other insurer(s) subject to the Insurance Contracts Act 1984 (Cth).

11. Preventing Our right of recovery

If You've agreed with or told someone who caused You loss, damage or liability covered by Your Policy that You won't hold them responsible then, to the extent We've been prejudiced by this act, We won't cover You for that loss, damage or liability.

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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 for Damage to Your Insured Property which occurs during the Period of Insurance.

Additional Benefits

When the 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;

that 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 be unreasonably 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 the 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 the 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 Your Lot/Unit can be re-occupied 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 months.

c. Disease, murder and suicide

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We will pay for:

i. the cost of Temporary Accommodation You necessarily incur;

ii. the actual Rent You lose;

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 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 48 hours We will pay from the time of the failure until the time such services are reinstated, or for a period of 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 due to:

i. Damage to Your Insured Property 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 due to 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 be unreasonably 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 practicable steps are taken to terminate such unauthorised use as soon as reasonably practicable 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 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.

We will not pay if there are reasonable grounds to believe the keys

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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 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 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, mildew, 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

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electric current. However We will pay if the Damage is due to:

i. Fusion of electric motors as covered under Special Benefit 7;

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;

e. 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;

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

g. 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;

h. inherent defect or latent defect that you were aware of, or a reasonable person in the circumstances would have been aware of;

i. vermin, mice, rats, termites, insects, 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;

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

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

l. normal settling, creeping, heaving, seepage, shrinkage, or expansion in buildings, foundations/footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other structural improvements;

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

n. 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 be unreasonably 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 be unreasonably 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 be unreasonably 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

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part of the one destroyed.

Such Replacement will be deemed to constitute Replacement for the purpose of this insurance provided Our liability is not increased;

d. if You cause unreasonable delays in commencing or carrying out Replacement, We will not pay any extra costs that result from that delay;

e. when We wish to rebuild, replace or repair and You do not want this to occur 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.

Excesses

Earthquake Excess

For earthquake or seismological disturbance, where loss or Damage occurs during any one period of 72 consecutive hours, the Excess is $500, or the Excess amount shown in the Policy Schedule, whichever is greater.

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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.** for 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 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, domestic garden equipment, other Vehicles

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from any wheelchair, domestic 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 a maximum of:	$5,000

Exclusions

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

- **a.** arising out of intentional self-injury or suicide, or any attempt;
- **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 12 years;
- **e.** for bodily injury that does not manifest itself within 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 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 – Voluntary Workers 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 – 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 4;
4. any claims arising out of losses discovered more than 12 months after the expiry of Policy 4, or any renewal thereof.

Definitions

The word listed below has been given a specific meaning and applies to Policy 4 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 5 – Office Bearers' Legal Liability

This Policy 5 - Office Bearers' Legal Liability is issued on a Claims made and notified basis. This means Policy 5 responds to Claims first made against You during the Period of Insurance and notified to Us during the same Period of Insurance.

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 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 5 – Office Bearers' Legal Liability, the subject of this insurance or any indemnity.

The amount payable in respect of all Claims under Policy 5 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 5:

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 5 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 5 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 5, 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 5 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 30 days following the expiry date of Policy 5 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 5.

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 5 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 5 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

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Articles of the Body Corporate;

11. any Wrongful Act made or threatened or in any way intimated on or before the inception date specified in the Schedule, except as otherwise provided in Special Benefit 2 – Continuous cover of Policy 5;
12. Claims first notified to Us after the expiry of Policy 5, except as otherwise provided in Insuring Clause b. of Policy 5;
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 5 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 6 – Machinery Breakdown

What We insure

If selected and shown in the Schedule, We will insure You up to the Sum Insured for Policy 6 shown in the Schedule for 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 6 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 6.

We will pay for the reasonable cost of:

1. 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 6 provided the breakdown of plant and equipment extends for more than seven 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 20% of the amount shown in the Schedule as applying to Policy 6, and not exceeding a maximum of 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, stationary 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.
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.

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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 6 – Machinery Breakdown 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 6 – 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 7 – Catastrophe Insurance

What We insure

If selected and shown in the Schedule, We insure You up to the Sum Insured shown in the Schedule for Policy 7, 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 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 7.

The total amount We will pay under Special Benefits 1 to 4 arising out of any Event claimable under Policy 7 is limited to the percentages shown hereunder of the Sum Insured for Policy 7 or such other percentage as We may agree in writing.

- **a.** Special Benefit 1. 15%;
- **b.** Special Benefit 2. 5%;
- **c.** Special Benefit 3. and 4. combined 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 Your Lot/Unit can be re-occupied 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
- 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.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 Your Lot/Unit can be re-occupied 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 incurred 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
- **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

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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 7 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 7 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 7 may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be binding.

Conditions

Policy 7 is subject to the same terms, conditions and exclusions as Policy 1 – Insured Property, except as they may be expressly varied herein.

Definitions

The words listed below have been given a specific meaning and apply to Policy 7 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 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses

This Policy 8 is issued on a Claims made and notified basis. This means Parts A, B and C of Policy 8 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 8 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 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 12 months prior to the original inception date of Policy 8; or
  - iii. relates to a return for a financial year not more than three 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 8 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 30 days thereafter;

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

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 8 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 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 5 – Office Bearers' Legal Liability or would have been provided if Policy 2 – Liability to Others and Policy 5 – 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 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.

Conditions

1. Appeal procedure

If You are dissatisfied with any decision made by a Court or Tribunal

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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 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 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 relevant 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 decision.

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 practicable and reasonable if You receive an offer to settle a Claim.

If such offer of settlement is 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.

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 8 when they begin with a capital letter.

Appeal Expenses

means legal costs, professional costs and other disbursements necessarily and reasonably incurred with Our consent, which We will not unreasonably withhold, in connection with a Claim brought against You.

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Appointed Representative
means a solicitor, barrister, assessor, consultant, investigator or other appropriately qualified person instructed to act on Your behalf in connection with any Claim with respect to which Legal Defence Expenses are payable under 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 9 - 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 9 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 9 is subject to the same terms, conditions and exclusions as Policy 1 – Insured Property, except 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 9 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 words listed below have been given a specific meaning and apply to Policy 9 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

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102520-10/2023

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