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:

Street 1
Street 2
Suburb State Postcode

2 Purchaser's registered agent: ☐

Address:

Street 1
Street 2
Suburb State Postcode

3 Vendor:

East Terrace CBD Pty. Ltd. (ACN: 666 279 125)

Address:

Street 1 UNIT 2 / 233 EAST TERRACE
Street 2
Suburb ADELAIDE State SA Postcode 5000

4 Vendor's registered agent: ☑

Klemich Real Estate

Address:

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

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

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

Unit 2 in Strata Plan 4240 in the Area named Adelaide Hundred of Adelaide more commonly known as

Street 1 UNIT 2 / 233 EAST TERRACE
Street 2
Suburb ADELAIDE State SA Postcode 5000
being the *whole / ~~portion~~ of the land comprised in Certificate of Title
Volume 5028 Folio 816

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:

C - 1/245 Fullarton Road, Eastwood SA 5063

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

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

joseph@klemich.com.au

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

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

1/245 Fullarton Road, Eastwood SA 5063

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

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

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

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

5 - Effect of service

If you serve such cooling-off notice on the vendor, the contract will be taken to have been rescinded at the time when the notice was served.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

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

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

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

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~~, James Michalakas as Director/Secretary of East Terrace CBD Pty. Ltd. (ACN: 666 279 125)

of Unit 2, 233 East Terrace, Adelaide SA 5000

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

Date: 30 Jan 2025

Signed:

Date:

Signed:

Date:

Signed:

Date:

Signed:

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

☑

(section 9)

To the purchaser:

I, Melanie Jane Turner of Distinct Conveyancing

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: None Known

Date: 30/1/2026

Signed: DocuSigned by: Melanie Jane Turner 0F88FAD7C3C6439...

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

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

Schedule - Division 1

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

Note -

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

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

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

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

Table of particulars

Column 1	Column 2	Column 3

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

1. General

1.1	Mortgage of land *[**Note -** Do not omit this item. This item and its heading must be included in the statement even if not applicable.]*	***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):	
		Refer to Certificate of Title	
		Number of mortgage (if registered):	
		14502529	
		Name of mortgagee:	
		MORTGAGE TO EQUITY-ONE MORTGAGE FUND LTD. (ACN: 106 720 941)	

1.2 Easement

(whether over the land or annexed to the land)

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

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

Is this item applicable? ☑

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

Are there attachments? YES

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

Refer to Certificate of Title and Property Interest Report

Description of land subject to easement:

The land in Certificate of Title Volume 5028 Folio 816

Nature of easement:

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

Are you aware of any encroachment on the easement?

NO

If YES, give details:

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

If YES, give details:

1.3 Restrictive covenant

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Nature of restrictive covenant:

Name of person in whose favour restrictive covenant operates:

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

If NO, give details:

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

1.4 Lease, agreement for lease, tenancy agreement or licence

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

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

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

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

Are there attachments?

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

Name of parties:

Period of lease, agreement for lease etc:

From to

Amount of rent or licence fee:

$ per (period)

Is the lease, agreement for lease etc in writing?

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

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

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

5. *Development Act 1993* (repealed)

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

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

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

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

Are there attachments?

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

Condition(s) of authorisation:

6. Repealed Act conditions

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

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

Is this item applicable?	☐
Will this be discharged or satisfied prior to or at settlement?	
Are there attachments?	

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

Nature of condition(s):

7. *Emergency Services Funding Act 1998*

7.1 section 16 - Notice to pay levy

Is this item applicable?	☑
Will this be discharged or satisfied prior to or at settlement?	YES
Are there attachments?	YES

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

Refer to ESL Certificate attached

Date of notice:

Refer to ESL Certificate attached

Amount of levy payable:

Refer to ESL Certificate

18. *Landscape South Australia Act 2019*

18.1 section 72 - Notice to pay levy in respect of costs of regional landscape board

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):

Refer to Council Search

Date of notice:

Refer to Council Search

Amount of levy payable:

Refer to Council Search

18.2 section 78 - Notice to pay levy in respect of right to take water or taking of water

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Amount of levy payable:

18.3 section 99 - Notice to prepare an action plan for compliance with general statutory duty

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Name of authority or person that issued notice:

Requirements of notice (as specified therein):

18.4 section 107 - Notice to rectify effects of unauthorised activity

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

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

Are there attachments?

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

Date of notice:

Name of relevant authority that issued notice:

Requirements of notice (as specified therein):

18.5 section 108 - Notice to maintain watercourse or lake in good condition

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

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

Are there attachments?

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

Date of notice:

Name of relevant authority that issued notice:

Requirements of notice (as specified therein):

18.6 section 109 - Notice restricting the taking of water or directing action in relation to the taking of water

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

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

Are there attachments?

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

Date of notice:

Water resource to which notice applies:

Requirements of notice (as specified therein):

18.7 section 111 - Notice to remove or modify a dam, embankment, wall or other obstruction or object

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Requirements of notice (as specified therein):

18.8 section 112 - Permit (or condition of a permit) that remains in force

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of permit:

Name of relevant authority that granted permit:

Condition(s) of permit:

18.9 section 120 - Notice to take remedial or other action in relation to a well

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Location of well:

Requirements of notice (as specified therein):

18.10 section 135 - Water resource works approval

~~***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):

Details of site where works are authorised:

18.11 section 142 - Site use approval

~~***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):

Details of location where water use is allowed:

18.12 section 166 - Forest water licence

~~***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):

Details of location of forest to which licence relates:

18.13 section 191 - Notice of instruction as to keeping or management of animal or plant

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

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

Are there attachments?

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

Date of notice:

Name of authorised officer who issued notice:

Requirements of notice (as specified therein):

18.14 section 193 - Notice to comply with action order for the destruction or control of animals or plants

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

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

Are there attachments?

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

Date of notice:

Name of authorised officer who issued notice:

Requirements of notice (as specified therein):

18.15 section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve

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

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

Are there attachments?

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

Date of notice:

Name of authority that issued notice:

Amount payable (as specified in notice):

18.16 section 196 - Notice requiring control or quarantine of animal or plant

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

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

Are there attachments?

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

Date of notice:

Requirements of notice (as specified therein):

18.17 section 207 - Protection order to secure compliance with specified provisions of the Act

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

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

Are there attachments?

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

Date of order:

Name of authority or person who issued order:

Requirements of order (as specified therein):

18.18 section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act

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

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

Are there attachments?

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

Date of order:

Name of authority or person who issued order:

Requirements of order (as specified therein):

18.19 section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act

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

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

Are there attachments?

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

Date of authorisation:

Name of relevant authority that issued authorisation:

Person authorised to take action:

Requirements of authorisation (as specified therein):

18.20 section 215 - Orders made by ERD Court

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

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

Are there attachments?

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

Date of order:

Names of parties:

Requirements of order:

18.21 section 219 - Management agreements

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

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

Are there attachments?

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

Date of agreement:

Names of parties:

Requirements of Agreement:

18.22 section 235 - Additional orders on conviction

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

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

Are there attachments?

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

Date of conviction:

Name of court by which conviction is recorded:

Requirements of additional order(s):

---

21. *Local Government Act 1999*

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

Is this item applicable? ✓

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

Are there attachments? YES

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

Refer to Council search attached

Date of notice, order etc:

Refer to Council search attached

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

Refer to Council search attached

Land subject thereto:

Refer to Part 6. Description of the Land (as above)

Nature of requirements contained in notice, order etc:

Refer to Council search attached

Time for carrying out requirements:

Refer to Council search attached

Amount payable (if any):

Refer to Council search attached

22. *Local Nuisance and Litter Control Act 2016*

22.1 section 30 - Nuisance or litter abatement notice

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Notice issued by:

Nature of requirements contained in notice:

Time for carrying out requirements:

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

23.1 section 6 - Restriction on building work ~~***Is this item applicable?***~~

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

Are there attachments?

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

Does the restriction apply to all of the land?

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

29. *Planning, Development and Infrastructure Act 2016*

29.1 Part 5 - Planning and Design Code

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

Is this item applicable? ✓

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

Are there attachments? YES

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

Council Search and Property Interest Report

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: City Living (CL)
Subzones: East Terrace (ET)
Zoning Overlays: Refer to Council Search attached

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? YES

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

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

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Name of person giving notice of proposed work:

Building work proposed (as stated in the notice):

Other building work as required pursuant to the Act:

29.4 section 140 - Notice requesting access

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Name of person requesting access:

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

Activity of work to be carried out:

29.5 section 141 - Order to remove or perform work

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of order:

Terms of order:

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

Amount payable (if any):

29.6 section 142 - Notice to complete development

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Requirements of notice:

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

Amount payable (if any):

29.7 section 155 - Emergency order

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable (if any):

29.8 section 157 - Fire safety notice

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Name of authority giving notice:

Requirements of notice:

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

Amount payable (if any):

29.9 section 192 or 193 - Land management agreement

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable (if any):

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable (if any):

29.12 Part 16 Division 1 - Proceedings

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of commencement of proceedings:

Date of determination or order (if any):

Terms of determination or order (if any):

29.13 section 213 - Enforcement notice

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date notice given:

Name of designated authority giving notice:

Nature of directions contained in notice:

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

Amount payable (if any):

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

Is this item applicable? ☐

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

Are there attachments?

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

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

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

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

33.1 section 23 - Notice of contribution payable

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Terms of notice:

Amount payable:

34. *Water Industry Act 2012*

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

Is this item applicable? ☑

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

Are there attachments? YES

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

Refer to SA Water Certificate of Charges

Date of notice or order:

Refer to SA Water Certificate of Charges

Name or person or body who served notice or order:

Refer to SA Water Certificate of Charges

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

Refer to SA Water Certificate of Charges

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

Refer to SA Water Certificate of Charges

Schedule - Division 2 - Other particulars ☑

(section 7(1)(b))

Particulars of transactions in last 12 months ☑

If the vendor, within 12 months before the date of the contract of sale-

(a) obtained title to the land; or

(b) obtained an option to purchase the land; or

(c) entered into a contract to purchase the land (whether on the vendor's own behalf or on behalf of another),

the vendor must provide the following particulars of all transactions relating to the acquisition of the interest that occurred within that 12 month period:

1 The name and address of each party to the transaction and of each person in whom an interest vested as a result of the transaction:

Virginia Marie Hussin and Andrew Gerald Kay and Commonwealth Bank of Australia (ACN: 123 123 124)
Virginia Marie Hussin and Andrew Gerald Kay and East Terrace CBD Pty. Ltd. (ACN: 666 279 125)
East Terrace CBD Pty. Ltd. (ACN: 666 279 125) and Equity-One Mortgage Fund Ltd. (ACN: 106 720 941)

2 The date and nature of each instrument registered on the certificate of title or, if no such instrument has been registered, the date and nature of each document forming the whole or part of a contract relating to the transaction:

11/04/2025 - Discharge of mortgage lodged (registered 16/04/2025)
11/04/2025 - Transfer lodged (registered 16/04/2025)
11/04/2025 - New mortgage lodged (registered 16/04/2025)

3 Particulars of the consideration provided for the purposes of the transaction:

Nil consideration - Discharge of mortgage
$580,000 - Transfer
Nil consideration - New mortgage lodged

The above particulars must be provided for each transaction.

Particulars relating to a strata unit ☑

1 Name of strata corporation: Strata Corporation 4240 Inc.

Address of strata corporation: 233 East Terrace, Adelaide SA 5000

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

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

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

Refer to the particulars supplied by the Strata Corporation (statement pursuant to section 41) and enclosures

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

Refer to the particulars supplied by the Strata Corporation (statement pursuant to section 41) and enclosures

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

Refer to the particulars supplied by the Strata Corporation (statement pursuant to section 41) and enclosures

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

483/10007

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

4 Documents supplied by the strata corporation that are enclosed:

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

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

YES

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

YES

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

YES

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

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

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

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

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

Name: Whittles Management Services

Address: 176 Fullarton Road, Dulwich SA 5065

Note-

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

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

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

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

Schedule-Division 3-Community lots and strata units ☑

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

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

Governance

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

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

Use of your property

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

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments—voting rights

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

Further information

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

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

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

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

You can also seek advice from a legal practitioner.

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ANNEXURES

~~* There are no documents annexed hereto~~

* The following documents are annexed hereto -

Form R3 Buyers Information Notice
Form R7 - Warning Notice
Certificate of Title
Property Interest Report
Title & Valuation Search
Historical Search
Council Search
Emergency Services Levy Certificate
Land Tax Certificate
SA Water Certificate
The particulars supplied by the Strata Corporation (statement pursuant to section 41) and enclosures
Copy of Strata Plan
Copy of the Articles of the Strata Corporation

ACKNOWLEDGEMENT OF RECEIPT

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

Dated this _____ Day of _____ 20____

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

*(*Strike out whichever is not applicable)*

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Form R3

Buyers information notice

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

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

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

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

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

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

Safety

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

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Enjoyment

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

Value

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

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

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

September 2025

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Form R7

Warning Notice

Financial and Investment Advice

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

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

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

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

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

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LAND SERVICES SA

Product	Register Search (CT 5028/816)
Date/Time	22/01/2026 09:11AM
Customer Reference	262020
Order ID	20260122001067

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 5028 Folio 816

Parent Title(s) CT 4150/962

Creating Dealing(s) CONVERTED TITLE

Title Issued 21/06/1991 **Edition** 7 **Edition Issued** 16/04/2025

Estate Type

FEE SIMPLE (UNIT)

Registered Proprietor

EAST TERRACE CBD PTY. LTD. (ACN: 666 279 125)
OF UNIT 2 233 EAST TERRACE ADELAIDE SA 5000

Description of Land

UNIT 2 STRATA PLAN 4240
IN THE AREA NAMED ADELAIDE
HUNDRED OF ADELAIDE

Easements

NIL

Schedule of Dealings

Dealing Number	Description
14502529	MORTGAGE TO EQUITY-ONE MORTGAGE FUND LTD. (ACN: 106 720 941)

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

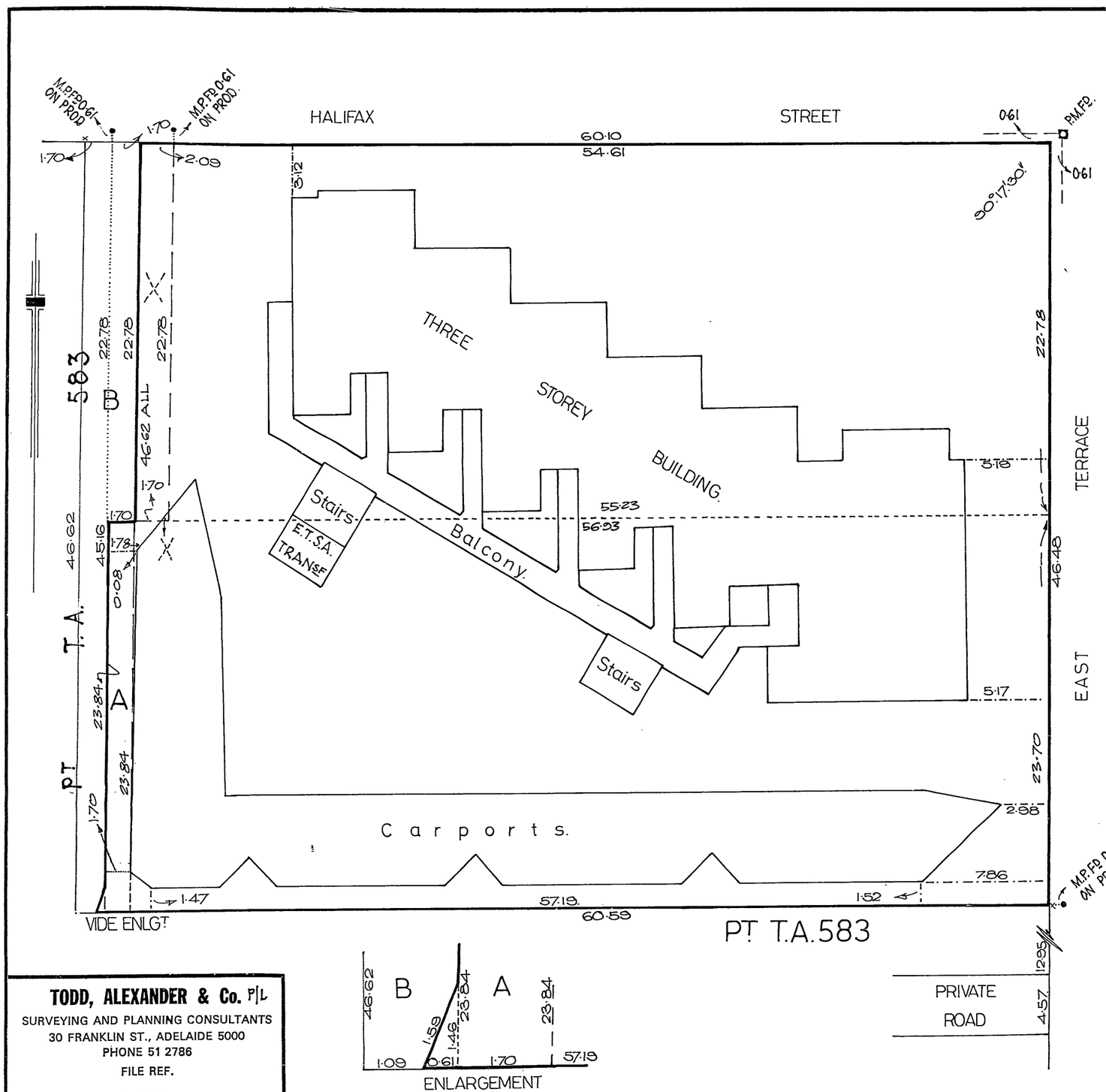
Lodgement Date	Dealing Number	Description	Status
13/09/2018	12988832	APPLICATION TO AMEND ARTICLES	FILED

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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STRATA PLAN NUMBER

SP 4240

ACCEPTED FOR DEPOSIT

Pro Registrar-General

29 / 10 / 1979

Reference Map No.

COUNCIL *CITY OF ADELAIDE*

THIS IS SHEET 1 OF 5 SHEETS

SURVEY INDEXED	INDEXED 29/10/79
SURVEY INFORMATION EXAMINED	EXAMINED

HD OF ADELAIDE
CITY OF ADELAIDE
PT T.A. 583

0 5 10 15 20
metres.

REFERENCE VOL.4089 FOL.871.
TOTAL AREA = 2692 m²

NOTE.- THAT PORTION OF THE PARCEL MARKED A HEREON IS SUBJECT TO A FREE AND UNRESTRICTED RIGHT OF WAY VIDE C.T. VOL.4089 FOL.869

SITE PLAN

I, Raymond James Todd ..... a Licensed Surveyor within the meaning of the Surveyors Act, 1935-1975, do hereby certify:

1. that all the units and unit subsidiaries and all buildings and other structures depicted hereon are wholly comprised within the boundaries of the parcel delineated on this strata plan;
2. that this strata plan represents an accurate delineation of the units and unit subsidiaries (if any) as constructed or laid out on the parcel;
3. ~~that this strata plan complies with the requirements of regulation 10 of the Real Property Act (Strata Titles) Regulations, 1968~~

Dated this 8th day of JULY 1977

TODD, ALEXANDER & Co. P/L
SURVEYING AND PLANNING CONSULTANTS
30 FRANKLIN ST., ADELAIDE 5000
PHONE 51 2786
FILE REF.
TA1707

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MICROFILMED
28.10.1983

STRATA PLAN NUMBER

SP 4240

ACCEPTED FOR DEPOSIT

Pro Registrar-General

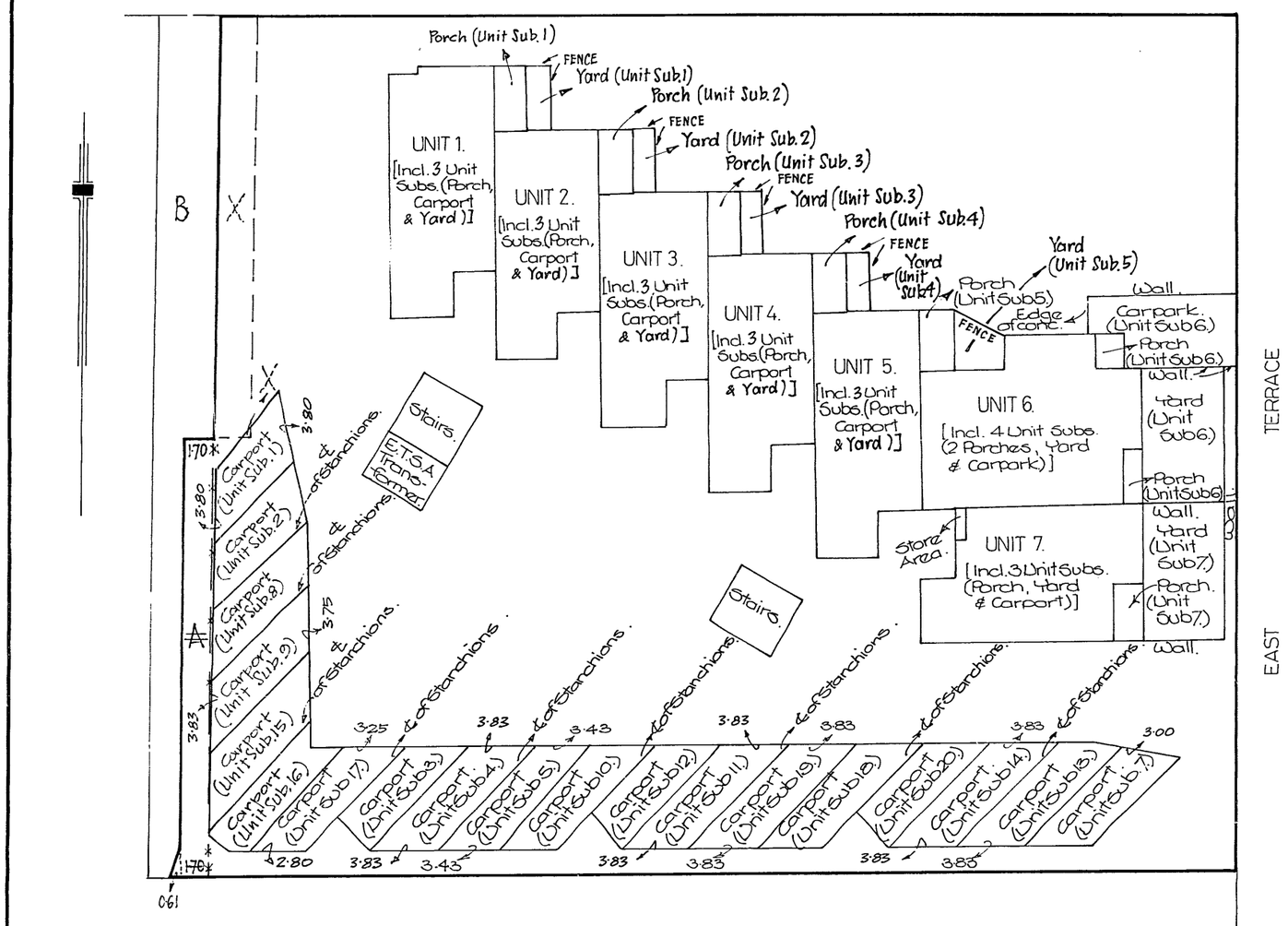
29/10/1979

Reference Map No.

COUNCIL *CITY OF ADELAIDE*

THIS IS SHEET 2 OF 5 SHEETS

HALIFAX STREET



Extinguishing of easement A vide T. 5089338
Pro. P.D.O. 27-10-83

THAT PORTION OF THE COMMON PROPERTY AND THE CARPORT FOR UNIT SUB 1, MARKED X HAS A FREE AND UNRESTRICTED RIGHT OF WAY OVER THE LAND MARKED B.

0 5 10 15 20
metres.

GROUND FLOOR PLAN

THE LOWER AND UPPER BOUNDARIES OF THE UNIT SUBSIDIARIES SHOWN AS YARDS ARE EXISTING GROUND LEVEL AND 3.05 METRES ABOVE EXISTING GROUND LEVEL RESPECTIVELY EXCEPT WHERE EAVES EXIST, THEN THE UPPER BOUNDARY TO BE 0.15 METRES BELOW THE LEVEL OF THE EAVES.

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

THE BOUNDARY OF A UNIT SUBSIDIARY WHERE IT ABUTS A UNIT IS A LINE PARALLEL TO AND 0.02 METRES DISTANT FROM THE OUTER SURFACE OF THE WALL OF THE UNIT.

THE UPPER BOUNDARY OF A UNIT SUBSIDIARY SHOWN AS PORCH, CARPORT, Balcony OR CARPARK IS A LINE 0.15 METRES BELOW THE LEVEL OF THE EXISTING EAVES OF THAT PARTICULAR UNIT SUBSIDIARY OR IF NOT FULLY COVERED THEN 0.15 METRES BELOW THE EXISTING EAVES OF THE UNITS.

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

TODD, ALEXANDER & Co. P/L.
SURVEYING AND PLANNING CONSULTANTS
30 FRANKLIN ST., ADELAIDE 5000
PHONE 51 2786
FILE REF.
TA1707

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

STRATA PLAN NUMBER

SP 4240

ACCEPTED FOR DEPOSIT

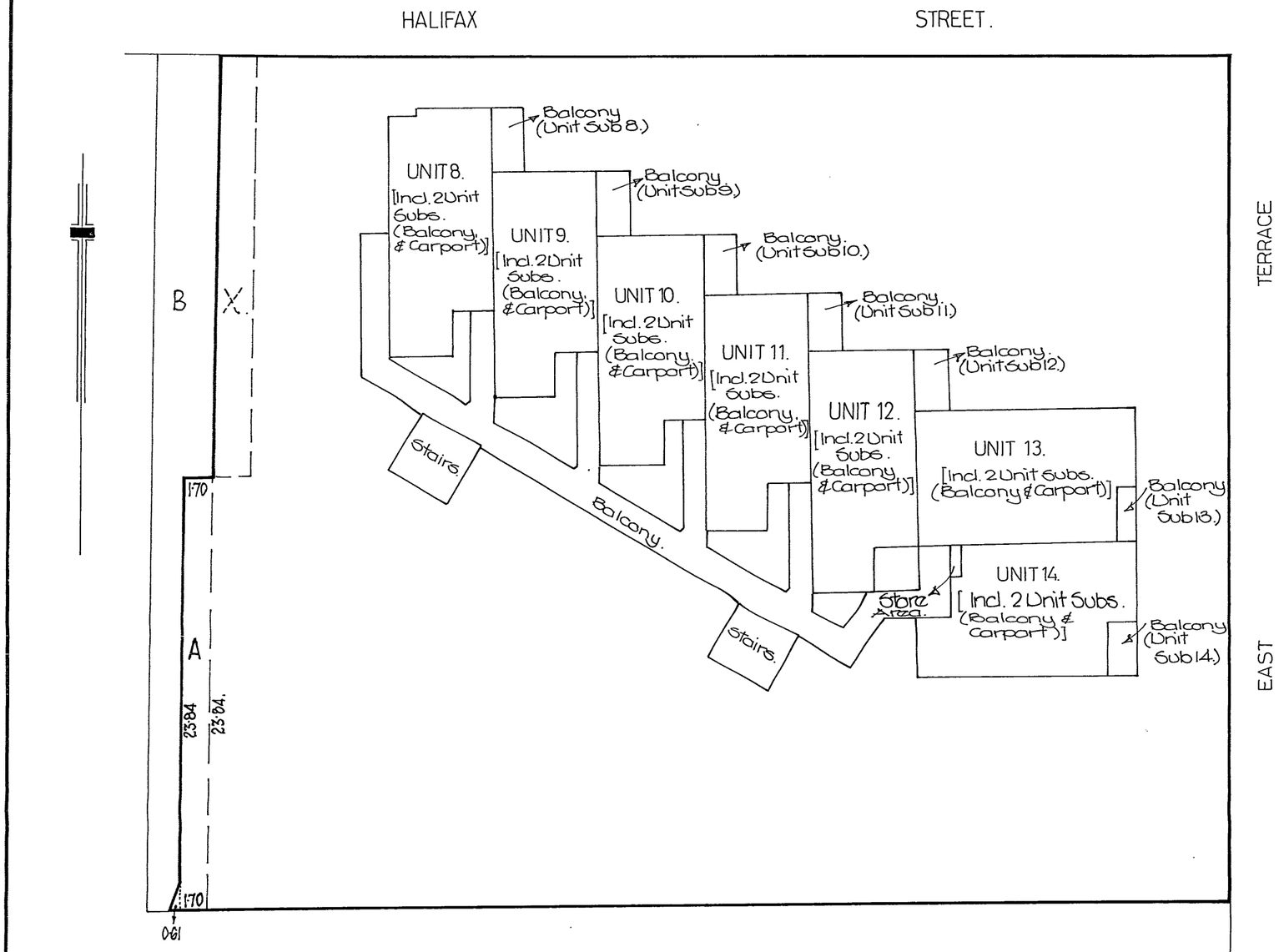
Pro Registrar-General

29/10/1979

Reference Map No.

COUNCIL *CITY OF ADELAIDE*

THIS IS SHEET 3 OF 5 SHEETS



FIRST FLOOR PLAN

THE LOWER AND UPPER BOUNDARIES OF THE UNIT SUBSIDIARIES SHOWN AS YARDS ARE EXISTING GROUND LEVEL AND 3.05 METRES ABOVE EXISTING GROUND LEVEL RESPECTIVELY EXCEPT WHERE EAVES EXIST, THEN THE UPPER BOUNDARY TO BE 0.15 METRES BELOW THE LEVEL OF THE EAVES.

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

THE BOUNDARY OF A UNIT SUBSIDIARY WHERE IT ABUTS A UNIT IS A LINE PARALLEL TO AND 0.02 METRES DISTANT FROM THE OUTER SURFACE OF THE WALL OF THE UNIT.

THE UPPER BOUNDARY OF A UNIT SUBSIDIARY SHOWN AS PORCH, CARPORT, ~~Balcony~~ OR CARPARK IS A LINE 0.15 METRES BELOW THE LEVEL OF THE EXISTING EAVES OF THAT PARTICULAR UNIT SUBSIDIARY OR IF NOT FULLY COVERED THEN 0.15 METRES BELOW THE EXISTING EAVES OF THE UNITS.

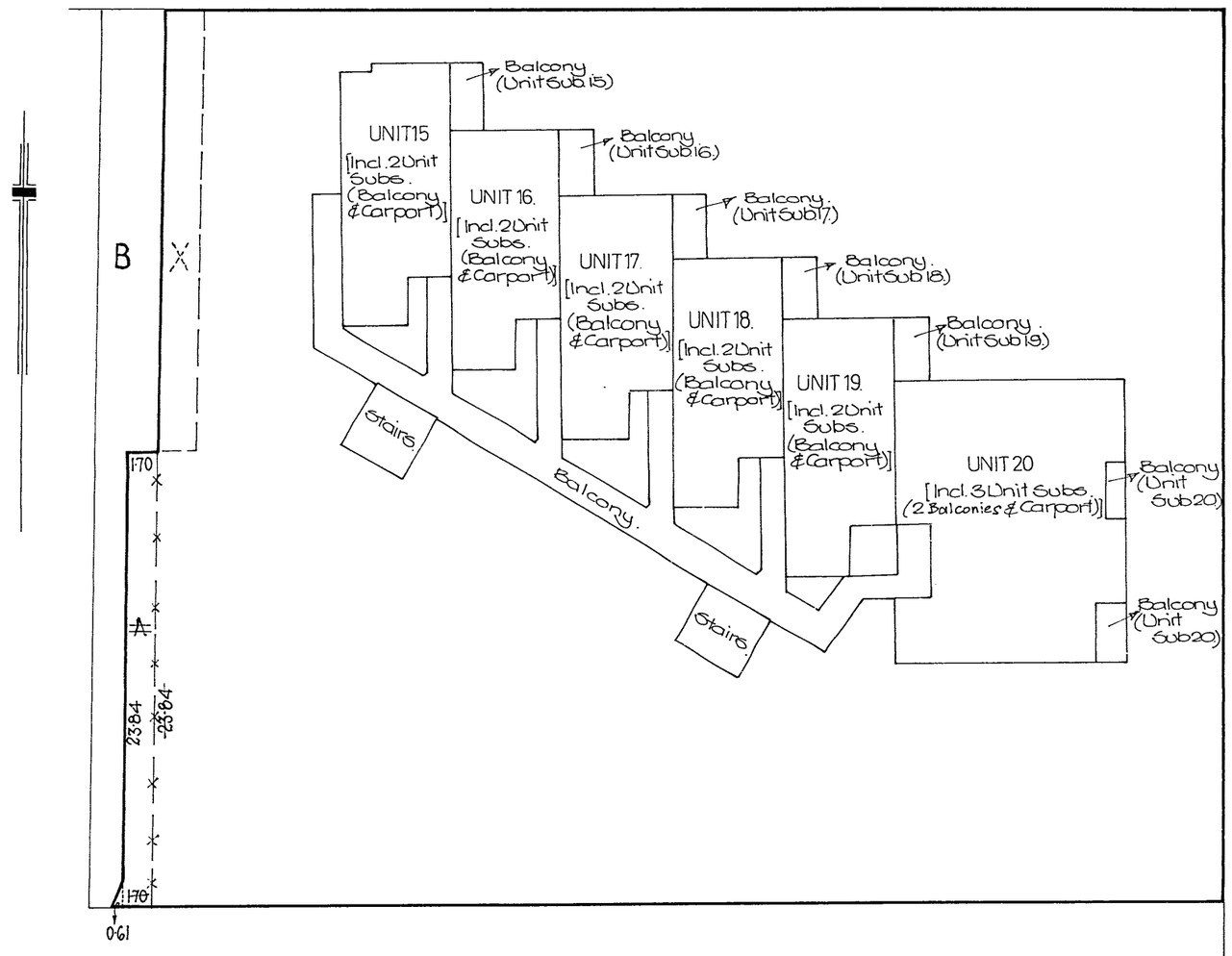
THE HEIGHT OF EACH UNIT IS LIMITED TO A LINE MIDWAY BETWEEN THE UPPER AND LOWER SURFACES OF THE CEILING OF THAT UNIT.

TODD, ALEXANDER & Co. P/L.
SURVEYING AND PLANNING CONSULTANTS
30 FRANKLIN ST., ADELAIDE 5000
PHONE 51 2786
FILE REF.
TA1707

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

MICROFILMED
28.10.1983

HALIFAX STREET



0 5 10 15 20
metres

SECOND FLOOR PLAN

THE LOWER AND UPPER BOUNDARIES OF THE UNIT SUBSIDIARIES SHOWN AS YARDS ARE EXISTING GROUND LEVEL AND 3.05 METRES ABOVE EXISTING GROUND LEVEL RESPECTIVELY EXCEPT WHERE EAVES EXIST, THEN THE UPPER BOUNDARY TO BE 0.15 METRES BELOW THE LEVEL OF THE EAVES.

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

THE BOUNDARY OF A UNIT SUBSIDIARY WHERE IT ABUTS A UNIT IS A LINE PARALLEL TO AND 0.02 METRES DISTANT FROM THE OUTER SURFACE OF THE WALL OF THE UNIT.

THE UPPER BOUNDARY OF A UNIT SUBSIDIARY SHOWN AS PORCH, CARPORT, Balcony OR CARPARK IS A LINE 0.15 METRES BELOW THE LEVEL OF THE EXISTING EAVES OF THAT PARTICULAR UNIT SUBSIDIARY OR IF NOT FULLY COVERED THEN 0.15 METRES BELOW THE EXISTING EAVES OF THE UNITS.

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

STRATA PLAN NUMBER
SP 4240

ACCEPTED FOR DEPOSIT
D. Hales
Pro Registrar-General
29/10/1979

Reference Map No.

COUNCIL *CITY OF ADELAIDE*

THIS IS SHEET 4 OF 5 SHEETS

Extinguishing of easement A vide T. 5099338
Pro. P.D.O. 27-10-83

TODD, ALEXANDER & Co. P/L.
SURVEYING AND PLANNING CONSULTANTS
30 FRANKLIN ST., ADELAIDE 5000
PHONE 51 2786

FILE REF.

TA1707

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

SCHEDULE OF UNIT ENTITLEMENT

UNIT Nº.	UNIT ENTITLEMENT	CURRENT C's of T. VOLUME	CURRENT C's of T. FOLIO	UNIT Nº	UNIT ENTITLEMENT	CURRENT C's of T. VOLUME	CURRENT C's of T. FOLIO
1	483						
2	483						
3	483						
4	483						
5	483						
6	483						
7	483						
8	483						
9	483						
10	483						
11	483			AGGREGATE			
12	483						
13	483			COMMON PROPERTY			
14	483			ROAD or RESERVE ALLOTMENTS			
15	514						
16	514						
17	514						
18	514						
19	514						
20	675						
AGGREGATE	10007						

STRATA PLAN NUMBER

SP 4240

Authenticated vide
Application No. 4453895
and Accepted for Deposit

pro. PRINCIPAL DRAFTING OFFICER

pro Registrar-General
29/10/1979

THIS IS SHEET 5 OF 5 SHEETS

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

Property Interest Report

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

Title Reference	CT 5028/816	**Reference No.**	2748685
Registered Proprietors	EAST TERRACE CBD PTY. LTD.	**Prepared**	22/01/2026 09:11
Address of Property	Unit 2, 233 EAST TERRACE, ADELAIDE, SA 5000		
Local Govt. Authority	THE CORPORATION OF THE CITY OF ADELAIDE		
Local Govt. Address	GPO BOX 2252 ADELAIDE SA 5001		

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: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

Product	Title and Valuation Package
Date/Time	22/01/2026 09:11AM
Customer Reference	262020
Order ID	20260122001067

Certificate of Title

Title Reference	CT 5028/816
Status	CURRENT
Easement	NO
Owner Number	71297235
Address for Notices	UNIT 2, 233 EAST TCE ADELAIDE, SA 5000
Area	NOT AVAILABLE

Estate Type

Fee Simple (Unit)

Registered Proprietor

EAST TERRACE CBD PTY. LTD. (ACN: 666 279 125)
OF UNIT 2 233 EAST TERRACE ADELAIDE SA 5000

Description of Land

UNIT 2 STRATA PLAN 4240
IN THE AREA NAMED ADELAIDE
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 14502528
Dealing Date	11/04/2025
Sale Price	$580,000
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	14502529	EQUITY-ONE MORTGAGE FUND LTD. (ACN: 106 720 941)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0209145569	CURRENT	Unit 2, 233 EAST TERRACE, ADELAIDE, SA 5000

Notations

Dealings Affecting Title

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NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
13/09/2018 14:58	12988832	APPLICATION TO AMEND ARTICLES	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	0209145569
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/1980
Property Location	Unit 2, 233 EAST TERRACE, ADELAIDE, SA 5000
Local Government	ADELAIDE
Owner Names	EAST TERRACE CBD PTY. LTD.
Owner Number	71297235
Address for Notices	UNIT 2, 233 EAST TCE ADELAIDE, SA 5000
Zone / Subzone	CL - City Living \ ET - East Terrace
Water Available	Yes
Sewer Available	Yes
Land Use	1320 - Ground Floor Home Unit In A Multi-Storey Block
Description	H/UNIT CP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
S4240 UNIT 2	CT 5028/816

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$350,000	$520,000			

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Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Previous	$345,000	$460,000			

Building Details

Valuation Number	0209145569
Building Style	Conventional
Year Built	1975
Building Condition	Good
Wall Construction	Brick
Roof Construction	Galvanised Iron
Equivalent Main Area	85 sqm
Number of Main Rooms	4

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

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LAND SERVICES SA

Product	Historical Search
Date/Time	22/01/2026 09:11AM
Customer Reference	262020
Order ID	20260122001067

Certificate of Title

Title Reference: CT 5028/816

Status: CURRENT

Parent Title(s): CT 4150/962

Dealing(s) Creating Title: CONVERTED TITLE

Title Issued: 21/06/1991

Edition: 7

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
11/04/2025	16/04/2025	14502529	MORTGAGE	REGISTERED	EQUITY-ONE MORTGAGE FUND LTD. (ACN: 106 720 941)
11/04/2025	16/04/2025	14502528	TRANSFER	REGISTERED	EAST TERRACE CBD PTY. LTD. (ACN: 666 279 125)
11/04/2025	16/04/2025	14502527	DISCHARGE OF MORTGAGE	REGISTERED	13211588
25/11/2019	04/12/2019	13211588	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)
25/11/2019	04/12/2019	13211587	TRANSFER	REGISTERED	VIRGINIA MARIE HUSSIN, ANDREW GERALD KAY
25/11/2019	04/12/2019	13211586	DISCHARGE OF MORTGAGE	REGISTERED	8835365
02/10/2013	22/10/2013	12017179	VESTING (GLOBAL UPDATE)	REGISTERED	WESTPAC BANKING CORPORATION 8835365
11/02/2000	01/03/2000	8835365	MORTGAGE	REGISTERED	ST.GEORGE BANK LTD. (ACN: 055 513 070)
11/02/2000	01/03/2000	8835364	DISCHARGE OF MORTGAGE	REGISTERED	8374083
03/10/1997	20/10/1997	8374083	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION
03/10/1997	20/10/1997	8374082	TRANSFER	REGISTERED	OPTEX INDUSTRIES PTY. LTD. (ACN: 069 108 069)
03/10/1997	20/10/1997	8374081	DISCHARGE OF MORTGAGE	REGISTERED	7914607
02/05/1995	19/06/1995	7914607	MORTGAGE	REGISTERED	ADELAIDE BANK LTD. (ACN: 061 461 550)
02/05/1995	19/06/1995	7914606	TRANSFER	REGISTERED	JOSEPH COLELLA

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LAND SERVICES SA

Product	Historical Search
Date/Time	22/01/2026 09:11AM
Customer Reference	262020
Order ID	20260122001067

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
02/05/1995	19/06/1995	7914605	DISCHARGE OF MORTGAGE	REGISTERED	7458947
01/03/1993	31/03/1993	7458947	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.
01/03/1993	31/03/1993	7458946	TRANSFER	REGISTERED	DONALD ERNEST LEGGETT

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Date: 27 January 2026

Email: city@cityofadelaide.com.au

CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Dear Sir/Madam,

Land and Business (Sale and Conveyancing) Act – Section 7 enquiries.

I have received your letter requesting information on encumbrances for the property as detailed below:

Title Reference	CT-5028/816
Owner Name	EAST TERRACE CBD P/L
Address of Property	Ground 2/233 East Terrace, ADELAIDE SA 5000

You are advised:

- If there are any encumbrances on this property, they are attached hereto.

In addition:

Please be advised that any rebates which apply to this property may not still be applicable with a change in ownership.

Yours faithfully,

pp
Michael Sedgman
Chief Executive Officer

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THE CORPORATION OF THE CITY OF ADELAIDE
LOCAL GOVERNMENT RATES SEARCH

Rates & Property Enquiries: 8203 7203

Email: city@cityofadelaide.com.au

CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

DISTINCT CONVEYANCING
5/237 Main Rd, BLACKWOOD SA 5051

Dear Sir/Madam

Certificate in accordance with Section 187 of the Local Government Act.

I have received your request for information on the Premises below.

Date Received	22 January 2026
Receipt Number	7054918
Document Issue Date	23 January 2026
Property Address	Ground 2/233 East Terrace, ADELAIDE SA 5000
Property Description	Unit 2 SP 4240
Property Titles	CT-5028/816
Owner of Property	EAST TERRACE CBD P/L

Local Government Act 1999 [Act]

Liability for rates if land is not rateable for the whole of the financial year

Section 179

(1) If land is rateable for portion, but not for the whole, of a financial year, the land will be subject to rates imposed for the financial year but there will be a proportionate reduction in the amount of rates.
(2) A council may, for the purposes of the operation of subsection (1) in respect of land that becomes rateable after the adoption of valuations by the council for the relevant year, specifically adopt a valuation of the land

Fines for Late Payment:

If an instalment is not received on, or before, the due date (2nd September; 2nd December; 3rd March; 2nd June), a fine of 2% will be applied to the instalment amount in arrears at that time. A further interest levy of 0.76% will also be added to the amount in arrears (including the amount of any previous unpaid fine but excluding interest from any previous month) outstanding at the end of each month thereafter.

Yours faithfully,

pp
Michael Sedgman
Chief Executive Officer

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Assessment No: 446 5

Property Location	**Ground 2/233 East Terrace, ADELAIDE**
Rateable Valuation	$15,800
Arrears	$0.00
Arrears Legal Fees	$0.00
Gross Rates (includes Regional Landscape Levy)	**$1,846.70**
Interest, Current	$34.85
Interest, Arrears	$0.00
Rebates	$0.00
Legal Charges, Current	$0.00
Deferred Debts	$0.00
	$0.00
Paid	$-923.40
Overpayments	$0.00
Refunds	$0.00
Outstanding Balance	**$958.15**

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CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Change of Ownership – New Owner Information

Rates & Property Enquiries: 8203 7203

Please fill in the below information or provide to the purchaser to fill in and return to r.mail@cityofadelaide.com.au or to GPO Box 2252 ADELAIDE SA 5001

Name: DISTINCT CONVEYANCING

Address: 5/237 Main Rd, BLACKWOOD SA 5051

File reference:

Phone number:

Certificate of Title:	CT-5028/816
Property Description:	Unit 2 SP 4240
Property Address:	Ground 2/233 East Terrace, ADELAIDE SA 5000
Previous Owner: **(Full names)**	EAST TERRACE CBD P/L
New Owner: **(Titles and full names)**	
New Owner's Postal address for future notices: **(or managing agent)**	
New Owner's Postal address for general mail: (if different to above)	
New Owner's contact phone number(s):	
New Owner's email address:	
Settlement Date:	

This information is provided to the City of Adelaide for local government related purposes and is held in accordance with our privacy policy, available at https://www.cityofadelaide.com.au

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

PRESCRIBED INFORMATION

Address: ***Ground 2/233 East Terrace, ADELAIDE SA 5000*** ***Reference:*** **1999/03415**

Certificate of Title: ***CT-5028/816*** ***Dated:*** ***23 January 2026***

Prescribed encumbrance	Other particulars required
Part 1—Items that must be included in statement	
{If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in column 1.}	
Development Act 1993 (repealed)	
~~Section 42 – Condition (that continues to apply) of a development authorisation~~	~~Date of Authorisation:~~ ~~Name of relevant authority that granted authorisation:~~ ~~Condition(s) of authorisation:~~
Repealed Act conditions	
~~Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1966* (repealed)~~	~~Nature of Condition(s):~~

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
Part 5 – Planning and Design Code	Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): **Refer to attached PlanSA Section 7 Report** Is there a State heritage place on the land or is the land situated in a State heritage area? *~~YES~~/NO Is the land designated as a local heritage place? *~~YES~~/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? *YES/~~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/~~NO~~
Section 127 - Condition (that continues to apply) of a development authorisation	~~Date of authorisation:~~ ~~Name of relevant authority that granted authorisation:~~ ~~Condition(s) of authorisation:~~ **Refer to attached PlanSA Section 7 Report**

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

PRESCRIBED INFORMATION

Part 2—Items to be included if land affected	
[If an item is not applicable, strike it out or write "NOT APPLICABLE" or "N/A" in column 1, or else omit the items and headings that are not applicable.]	
Development Act 1993	
~~section 50(1)—Requirement to vest land in a council or the Crown to be held as open space~~	~~Date requirement given:~~ ~~Name of body giving requirement:~~ ~~Nature of requirement:~~ ~~Contribution payable (if any):~~
~~section 50(2)—Agreement to vest land in a council or the Crown to be held as open space~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~ ~~Contribution payable (if any):~~
~~section 55—Order to remove or perform work~~	~~Date of order:~~ ~~Terms of order:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 56—Notice to complete development~~	~~Date of notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~Section 57 – Land management agreement~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~

~~Section 69 – Emergency Order~~	~~Date of order:~~ ~~Name of authorised officer who made order:~~ ~~Name of authority that appointed authorised officer:~~ ~~Nature of order:~~ ~~Amount payable (if any):~~

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

PRESCRIBED INFORMATION

~~Section 71 – Fire safety notice~~	~~Date of notice:~~ ~~Name of authorised officer giving notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~

~~Section 84 – Enforcement notice~~	~~Date notice given:~~ ~~Name of relevant authority giving notice:~~ ~~Nature of directions contained in notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 85(6), 85(10) or 106—Enforcement order~~	~~Date order made:~~ ~~Name of court that made order:~~ ~~Action number:~~ ~~Names of parties:~~ ~~Terms of order:~~ ~~Building work (if any) required to be carried out:~~
~~Part 11 Division 2—Proceedings~~	~~Date of commencement of proceedings:~~ ~~Date of determination or order (if any):~~ ~~Terms of determination or order (if any):~~
Confirmed – Planning/Development Section	
Fire and Emergency Services Act 2005	
~~section 105F (or section 56 or 83 (repealed))—Notice of action required concerning flammable materials on land~~	~~Date of notice:~~ ~~Person or body who issued notice:~~ ~~Requirements of notice (as stated therein):~~ ~~Amount payable (if any):~~
Confirmed – Enforcement/Compliance section:	
Food Act 2001	
~~section 44—Improvement notice~~	~~Date of notice:~~ ~~Name of authorised officer who served notice:~~ ~~Name of authority that appointed officer:~~ ~~Requirements of notice:~~

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

PRESCRIBED INFORMATION

~~section 46—Prohibition order~~	~~Date of order:~~ ~~Name of authority or person who served order:~~ ~~Requirements of order:~~
Confirmed – Environmental Health section:	
Housing Improvement Act 1940	
~~section 23—declaration that house is undesirable or unfit for human habitation~~	~~Date of declaration:~~ ~~Those particulars required to be provided by a council under section 23:~~
~~Part 7 (rent control for substandard houses) – Notice or declaration~~	~~Date of notice or declaration~~ ~~Those particulars required to be provided by the housing authority under section 60:~~
Confirmed – Building/Development section:	
Land Acquisition Act 1969	
~~Section 10 – Notice of intention to acquire~~	~~Date of notice:~~ ~~Name of Authority who served notice:~~ ~~Description of land intended to be acquired (as described in the notice):~~

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

PRESCRIBED INFORMATION

Local Government Act 1934 (repealed)	
~~Notice, order, declaration, charge, claim or demand given or made under the Act~~	~~Date of notice, order etc:~~ ~~Name of council by which, or person by whom, notice, order etc is given or made:~~ ~~Land subject thereto:~~ ~~Nature of requirements contained in notice, order etc:~~ ~~Time for carrying out requirements:~~ ~~Amount payable (if any):~~
Local Government Act 1999	
~~Notice, order, declaration, charge, claim or demand given or made under the Act~~	~~Date of notice, order etc:~~ ~~Name of council by which, or person by whom, notice, order etc is given or made:~~ ~~Land subject thereto:~~ ~~Nature of requirements contained in notice, order etc:~~ ~~Time for carrying out requirements:~~ ~~Amount payable (if any):~~
Confirmed – General section:	
Local Nuisance and Litter Control Act 2016	
~~Section 30 – Nuisance or litter abatement notice~~	~~Date of notice:~~ ~~Notice issued by:~~ ~~Nature of requirements contained in notice:~~ ~~Time for carrying out requirements:~~
Planning, Development and Infrastructure Act 2016	
~~section 141 – Order to remove or perform work~~	~~Date of order:~~ ~~Terms of order:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
~~section 142 – Notice to complete development~~	~~Date of notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 155 – Emergency order~~	~~Date of order:~~ ~~Name of authorised officer who made order:~~ ~~Name of authority that appointed the authorised officer:~~ ~~Nature of order:~~ ~~Amount payable (if any):~~
~~section 157 – Fire safety notice~~	~~Date of notice:~~ ~~Name of authority giving notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 192 or 193 – Land management agreement~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~
~~section 198(1) – Requirement to vest land in a council or the Crown to be held as open space~~	~~Date requirement given:~~ ~~Name of body giving requirement:~~ ~~Nature of requirement:~~ ~~Contribution payable (if any):~~
~~section 198(2) – Agreement to vest land in a council or the Crown to be held as open space~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~ ~~Contribution payable (if any):~~
~~Part 16~~	~~Date of commencement of proceedings:~~

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
~~Division 1 – Proceedings~~	~~Date of determination or order (if any):~~ ~~Terms of determination or order (if any):~~
~~section 213 – Enforcement notice~~	~~Date notice given:~~ ~~Name of designated authority giving notice:~~ ~~Nature of directions contained in notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~Section 214(6), 214(10) or 222 - Enforcement order~~	~~Date order made:~~ ~~Name of court that made order:~~ ~~Action number:~~ ~~Name of parties:~~ ~~Terms of order:~~ ~~Building work (if any) required to be carried out:~~
Confirmed – Building/development section: ……..	

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

PRESCRIBED INFORMATION

Public and Environmental Health Act 1987 (repealed)	
~~Part 3—Notice~~	~~Date of notice:~~ ~~Name of council or other authority giving notice:~~ ~~Requirements of notice:~~
~~Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—Condition (that continues to apply) of an approval~~	~~Date of approval:~~ ~~Name of relevant authority that granted the approval:~~ ~~Condition(s) of approval:~~
~~Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—Maintenance order (that has not been complied with)~~	~~Date of order:~~ ~~Name of authority giving order:~~ ~~Requirements of order:~~
Confirmed – Environmental Health section:	
South Australian Public Health Act 2011	
~~section 92 Notice~~	~~Date of notice:~~ ~~Name of Council or other relevant authority giving notice:~~ ~~Requirements of notice~~
~~South Australian Public Health (Wastewater) Regulations 2013 Part 4 Condition (that continues to apply) of an approval~~	~~Date of approval:~~ ~~Name of person or body that granted the approval:~~ ~~Condition (s) of approval:~~
Confirmed – Health section:	

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

PRESCRIBED INFORMATION

Other charges	
~~Charge of any kind affecting the land (not included in another item)~~	~~Person or body in whose favour charge exists:~~ ~~Nature of charge:~~ ~~Amount of charge (if known):~~

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

PRESCRIBED INFORMATION

Particulars of Building Indemnity Insurance

Note—Building indemnity insurance is not required for—

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

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

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

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

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

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

Building Indemnity Insurance is required....**~~Yes / No~~ / Council holds no record** (refer above note):

1 Name(s) of person(s) insured: .....

2 Name of insurer:.....

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

4 Name of builder: .....

5 Builder's licence number: .....

6 Date of issue of insurance:.....

7 Description of insured building work:.....

.....

.....

Exemption from holding insurance:

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

*** ~~Yes / No~~ / Council holds no record**

If **YES**, give details:

(a) Date of the exemption: .....

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

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

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

.....

.....

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

.....

.....

Certified – Development Section..... Date.....

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

PRESCRIBED INFORMATION

Particulars relating to Environment Protection

Further information held by councils

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

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

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

*~~YES~~/NO

Note—

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

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

It should be noted that—

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

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

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

Data Extract for Section 7 search purposes

Valuation ID 0209145569

Data Extract Date: 23/01/2026

Important Information

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

Parcel ID: S4240 UN2

Certificate Title: CT5028/816

Property Address: UNIT 2 233 EAST TCE ADELAIDE SA 5000

Zones

City Living (CL)

Subzones

East Terrace (ET)

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 153.5 metres AHD)

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.

Design

The Design Overlay seeks to ensure significant development positively contributes to the liveability, durability and sustainability of the built environment through high-quality design.

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

PRESCRIBED INFORMATION

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.

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Signif Retirement Facility Supported Accom Sites

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

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

PRESCRIBED INFORMATION

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).

Yes

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

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: 2748685

DATE OF ISSUE
22/01/2026

DISTINCT CONVEYANCING PTY LTD
POST OFFICE BOX 1114
BLACKWOOD SA 5051

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

OWNERSHIP NUMBER
71297235

OWNERSHIP NAME
EAST TERRACE CBD PTY. LTD.

PROPERTY DESCRIPTION
2 / 233 EAST TCE / ADELAIDE SA 5000 / UNIT 2

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
0209145569	CT 5028/816	$520,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2025-2026

FIXED CHARGE	$	50.00
+ VARIABLE CHARGE	$	175.95
- REMISSION	$	105.90
- CONCESSION	$	0.00
+ ARREARS / - PAYMENTS	$	30.01
= AMOUNT PAYABLE	$	150.06

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 **22/04/2026**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
71297235

OWNERSHIP NAME
EAST TERRACE CBD PTY. LTD.

ASSESSMENT NUMBER
0209145569

AMOUNT PAYABLE
$150.06

AGENT NUMBER
100032710

AGENT NAME
DISTINCT CONVEYANCING PTY LTD

EXPIRY DATE
22/04/2026

+70137117130022> +001571+ <0551142026> <0000015006> +444+

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

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: 7013711713** 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: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

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: 2748685

DISTINCT CONVEYANCING PTY LTD
POST OFFICE BOX 1114
BLACKWOOD SA 5051

DATE OF ISSUE
22/01/2026

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

OWNERSHIP NAME
EAST TERRACE CBD PTY. LTD.

FINANCIAL YEAR
2025-2026

PROPERTY DESCRIPTION
2 / 233 EAST TCE / ADELAIDE SA 5000 / UNIT 2

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
0209145569	CT 5028/816	$350,000.00	0.0000 HA

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

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

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

ON OR BEFORE **22/04/2026**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

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: 7013711622** 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: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
02 09145 56 9	CT5028816	22/1/2026	8722	2748685

DISTINCT CONVEYANCING PTY LTD
PO BOX 1114
BLACKWOOD SA 5051
melanie@distinctconveyancing.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: EAST TERRACE CBD PTY. LTD.
Location: U2 233 EAST TCE ADELAIDE UNIT 2
Description: H/UNIT CP **Capital Value:** $ 520 000
Rating: Residential

Periodic charges

Raised in current years to 31/3/2026

				$
		Arrears as at: 30/6/2025	:	0.00
Water main available:	1/7/1980	Water rates	:	246.90
Sewer main available:	1/7/1980	Sewer rates	:	282.00
		Water use	:	0.00
		SA Govt concession	:	0.00
		Recycled Water Use	:	0.00
		Service Rent	:	0.00
		Recycled Service Rent	:	0.00
		Other charges	:	20.40
		Goods and Services Tax	:	0.00
		Amount paid	:	0.00
		Balance outstanding	:	549.30

Degree of concession: 00.00%
Recovery action taken: RECOVERY NOTICE

Next quarterly charges: Water supply: 82.30 Sewer: 94.00 Bill: 1/4/2026

This account has no meter of its own but is supplied from account no 02 09145 51 8.

The Water Use apportionment option is Nil.

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

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

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

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

Next action may be the forwarding of debt details to a collection agency for recovery of the unpaid charges (no costs incurred at this stage). Recovery action may include a visit to the property, restriction of water supply and/or commencement of legal action. All costs incurred will be on charged to the property. If further information is required please contact SA Waters Collection Unit on telephone (08) 7424 1560.

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

SA Water

South Australian Water Corporation

Name:
EASTTERRACE CBD PTY. LTD.

Water & Sewer Account
Acct. No.: **02 09145 56 9**

Amount: _____

Address:
U2 233 EASTTCE ADELAIDE UNIT 2

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0209145569

BPAY

Biller code: 8888
Ref: 0209145569

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: 0209145569

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

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

27/01/26

DISTINCT CONVEYANCING
5/237 MAIN ROAD
BLACKWOOD, SA, 5051

Dear Sir/Madam

RE: Strata Corporation 4240 Inc.
233 EAST TERRACE, ADELAIDE
ABN: 12763099405
Unit: 00002
OWNER: J Michalakas

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

Unit Entitlement Value:

The Unit Entitlement Value is 483 of a total 10007.

Financial Status of the Unit Owner:

The contribution payable to the Administration Fund is currently $724.00 per quarter paid to 12/02/26. No GST is included within this contribution.

The contribution payable to the Sinking Fund is currently $203.00 per quarter paid to 14/11/25. No GST is included within this contribution.

Specific Information relating to Unit 2: In Legal Hands.

Arrears are as follows:

Admin Fund:	$10.20	Interest:	$67.25
Sinking Fund:	$203.00	Other Arrears:	$421.00

TOTAL ARREARS ARE: $701.45 as at 27/01/2026. NEXT CONTRIBUTION IS DUE 15/02/2026. Please see attached levy notice for outstanding amounts.

(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: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

Known Extraordinary Expenses

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

** ALL water consumption paid by Strata Corporation 4240 Inc. **

Note:Significant building repairs are required over the next five years commencing 2026 and special levies will be raised. Please read minutes of AGM and the FMG Report for schedule of works.

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

Special Levies

No special levies payable.

Financial Status of the Strata Plan

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

The fund currently stands to the credit of:

Administrative Fund	$26,543.53CR
Sinking Fund	$50,018.21CR (for future projects)

Enclosures

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

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

Insurance Details

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

Records

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

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

Pets

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

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

Special Notes

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

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

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

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

Yours faithfully



Eufemia Southon
Corporation Manager
eufemia.southon@whittles.com.au

WHITTLES MANAGEMENT SERVICES PTY LTD
On behalf of the Corporation 27/01/2026

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

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:
Distinct Conveyancing
5/237 MAIN ROAD, BLACKWOOD

Strata Corporation 4240 Inc.
233 EAST TERRACE, ADELAIDE
Unit: 00002
OWNER: J Michalakas

Eufemia Southon

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

TAX INVOICE

27/01/2026

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

Distinct Conveyancing
5/237 MAIN ROAD
BLACKWOOD SA 5051

DESCRIPTION: Searching and completing document for provisions of Section 41 of the Strata Titles Act, 1988, Unit : 00002 at 233 EAST TERRACE, ADELAIDE

Strata Corporation 4240 Inc.

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

OWNER: J Michalakas

With Compliments

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

STRATA CORP.04240 INC
ABN: 12763099405
233 East Terrace
ADELAIDE SA 5000
Accounts enquiries: (08) 8291 2300
Accounts email: accounts.sa@whittles.com.au

Your account number
MICH33

Date of issue
20 Jan 2026

Total amount payable
$1668.45

New charges due for payment
15 Feb 2026

TAX INVOICE

J Michalakas
48 Dulwich Avenue
DULWICH SA 5065

Property Address
Unit 2,233 East Terrace
ADELAIDE SA 5000

Unit number
2

Lot number
2

Details	Period	Amount	GST Incl	Total
Brought Forward Balance				678.25
Admin Fund Contributions Total levied for all units for this period: $14998.00	15/02/26 to 14/05/26	724.00	0.00	724.00
Interest On Overdue Levies To 14/01/26		23.20	0.00	23.20
Debt management fee January 2026 Document Number: 66981		40.00	0.00	40.00
Sinking Fund Contributions Total levied for all units for this period: $4205.00	15/02/26 to 14/05/26	203.00	0.00	203.00
				1668.45

TOTAL DUE IF PAID BY 15/02/26 (Includes GST of $0.00) $1668.45

Interest will be charged on any overdue fees/charges at an annual rate of 15%

DEFT PAYMENT SYSTEMS

DEFT Reference Number
3051879990025

Date due
15 Feb 2026

Amount due
$1668.45

Plan: 004240
Unit: 00002
Account: MICH33

*496 305187999 0025

Registration is required for payments from cheque or savings accounts. Please register at www.deft.com.au.
Registration is not required for one-off credit card payments.

Direct Debit or Online payments can be made using Visa, Mastercard, American Express or Diners. Surcharges will apply.
BPAY payments can be made using Visa or Mastercard. No surcharge will apply and loyalty points may not accrue.

PAYMENT OPTIONS

Credit Card www.deft.com.au	Visit www.deft.com.au to make a secure credit card payment over the Internet. Payments by credit cards will attract a surcharge.
Direct Debit www.deft.com.au	Register at www.deft.com.au to setup Biller or Customer initiated direct debit payments from your nominated bank account or credit card.
BPAY Biller code: 96503	Contact your financial institution to make a payment from your cheque, savings or credit card. Please use your DEFT Reference number when making your payment.
Australia Post	Present this bill at any Post Office to make cheque or EFTPOS payments.

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Administrative Fund Statement of Income & Expenditure

STRATA CORP.04240 INC
233 East Terrace ADELAIDE SA 5000
1 November 2023 to 31 October 2024
Printed 25/07/25 11:50

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	55,781.00	50,000.00	5,781.00	44,128.00
Fines/penalties	0.00	0.00	0.00	250.00
Interest-Contributions arrears	99.90	0.00	99.90	0.00
TOTAL FUND INCOME	**55,880.90**	**50,000.00**	**5,880.90**	**44,378.00**
FUND EXPENDITURE				
Audit prep. incl of auditor fee	286.00	286.00	0.00	286.00
Cleaning	5,808.00	6,000.00	192.00	5,745.00
Cleaning-Windows	1,083.50	1,100.00	16.50	1,023.00
Common property	1,400.80	5,000.00	3,599.20	5,824.67
Common property-Bitumen repairs	0.00	0.00	0.00	544.50
Debt collection fees recovery-Final notice fee	(176.00)	0.00	176.00	(264.00)
Debt collection fees-Final notice fee	88.00	0.00	(88.00)	264.00
Electrical	603.55	800.00	196.45	872.84
Grounds	0.00	0.00	0.00	2,455.00
Grounds-Contract groundsman	4,169.00	4,600.00	431.00	1,050.00
Grounds-Irrigation repairs	2,438.05	0.00	(2,438.05)	44.00
Grounds-Maintenance	0.00	0.00	0.00	300.00
Grounds-Pruning	2,244.00	2,125.00	(119.00)	0.00
Gutters & downpipes-Cleaning	0.00	1,500.00	1,500.00	0.00
Honorarium	2,080.00	2,080.00	0.00	2,080.00
Insurance claims recovery	(500.08)	0.00	500.08	(2,852.80)
Insurance claims recovery-Impact	0.00	0.00	0.00	(1,658.20)
Insurance claims-Impact	0.00	0.00	0.00	5,511.00
Insurance-Renewal	12,164.99	11,660.00	(504.99)	9,380.00
Legal fees	940.50	940.50	0.00	0.00
Management - Additional services fee	44.00	220.00	176.00	44.00
Management - Agreed Services	5,100.00	5,100.00	0.00	4,800.00
Management - Asset Maintenance Services	360.00	360.00	0.00	360.00
Management - Disbursement Fees	1,364.04	1,364.00	(0.04)	1,408.10
Owner expense	443.30	0.00	(443.30)	0.00
Owner recovery	(443.30)	0.00	443.30	0.00
Plumbing	394.35	500.00	105.65	1,014.90
Reports-Insurance valuation	0.00	700.00	700.00	0.00
Security gates	1,623.88	2,000.00	376.12	192.50
Security gates-Repairs	0.00	0.00	0.00	813.45
Technology and System Fees	352.00	352.00	0.00	87.99
Utilities-Electricity	1,864.33	2,100.00	235.67	2,141.92
Utilities-Water	5,922.53	6,940.00	1,017.47	4,824.94
TOTAL FUND EXPENDITURE	**49,655.44**	**55,727.50**	**6,072.06**	**46,292.81**
FUND SURPLUS (DEFICIT)	**6,225.46**	**(5,727.50)**	**11,952.96**	**(1,914.81)**

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Administrative Fund Statement of Assets & Liabilities

STRATA CORP.04240 INC
233 East Terrace ADELAIDE SA 5000
31 October 2024
Printed 25/07/25 11:50

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	17,097.19	19,012.00
Surplus/(Deficit) For Period	6,225.46	(1,914.81)
TOTAL FUNDS	**23,322.65**	**17,097.19**
ASSETS		
Cash at Bank (MBL)	23,512.69	17,789.74
Sundry Receivables	528.00	0.00
TOTAL ASSETS	**24,040.69**	**17,789.74**
LIABILITIES		
Accrued Expenses	718.04	692.55
TOTAL LIABILITIES	**718.04**	**692.55**
NET ASSETS	**23,322.65**	**17,097.19**

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

Sinking Fund Statement of Income & Expenditure

STRATA CORP.04240 INC
233 East Terrace ADELAIDE SA 5000
1 November 2023 to 31 October 2024
Printed 25/07/25 11:50

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	12,025.00	10,500.00	1,525.00	7,709.00
TOTAL FUND INCOME	**12,025.00**	**10,500.00**	**1,525.00**	**7,709.00**
FUND EXPENDITURE				
Plumbing	3,738.00	0.00	(3,738.00)	0.00
Reports-Building inspection report	6,963.00	7,000.00	37.00	0.00
Security gates	5,366.08	3,300.00	(2,066.08)	0.00
TOTAL FUND EXPENDITURE	**16,067.08**	**10,300.00**	**(5,767.08)**	**0.00**
FUND SURPLUS (DEFICIT)	**(4,042.08)**	**200.00**	**(4,242.08)**	**7,709.00**

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Sinking Fund Statement of Assets & Liabilities

STRATA CORP.04240 INC
233 East Terrace ADELAIDE SA 5000
31 October 2024
Printed 25/07/25 11:50

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	40,392.29	32,683.29
Surplus/(Deficit) For Period	(4,042.08)	7,709.00
TOTAL FUNDS	**36,350.21**	**40,392.29**
ASSETS		
Cash at Bank (MBL)	36,350.21	40,392.29
TOTAL ASSETS	**36,350.21**	**40,392.29**
LIABILITIES		
TOTAL LIABILITIES	**0.00**	**0.00**
NET ASSETS	**36,350.21**	**40,392.29**

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Consolidated Statement of Assets & Liabilities

STRATA CORP.04240 INC
233 East Terrace ADELAIDE SA 5000
31 October 2024
Printed 25/07/25 11:50

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	57,489.48	51,695.29
Surplus/(Deficit) For Period	2,183.38	5,794.19
TOTAL FUNDS	**59,672.86**	**57,489.48**
ASSETS		
Cash at Bank (MBL)	59,862.90	58,182.03
Sundry Receivables	528.00	0.00
TOTAL ASSETS	**60,390.90**	**58,182.03**
LIABILITIES		
Accrued Expenses	718.04	692.55
TOTAL LIABILITIES	**718.04**	**692.55**
NET ASSETS	**59,672.86**	**57,489.48**

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Investments Nil

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

Receivables - Owner Arrears

Unit/Lot Details

		Other	Total
00008		19.15	19.15
	Totals	**19.15**	**19.15**

Debtors Nil

Allocated Advance Payments

Unit/Lot Details		Admin	Sinking	
		Contributions	Contributions	Total
00001		676.00	203.00	879.00
00003		676.00	203.00	879.00
00004		676.00	4.00	680.00
00005		676.00	203.00	879.00
00013		676.00	203.00	879.00
00014		676.00	203.00	879.00
00019		719.00	216.00	935.00
00020		944.00	283.00	1,227.00
	Totals	**5,719.00**	**1,518.00**	**7,237.00**

Outstanding Creditors Nil

Unallocated Advance Payments Nil

Remuneration
Commissions received by Whittles are disclosed in the Services Agreement between the Body Corporate and Whittles
Commissions received by Whittles for the financial year of the body corporate: $1,287.78

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Basis of Preparation

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

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

Basis of Accounting

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

Cash and cash equivalents

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

Goods and Services Tax

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

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

Income Tax

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

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

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

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

Website: www.mgiadelaide.com.au

INDEPENDENT AUDITOR'S REPORT
TO THE MEMBERS OF STRATA CORPORATION 4240 INC

Report on the Audit of the Financial Report

Opinion

We have audited the accompanying financial report, being a special purpose financial report, of STRATA CORPORATION 4240 INC, which comprises the Statements of Assets and Liabilities as at 31 October 2024 and the Admin Fund and Sinking Fund Income and Expenditure Statements for the year then ended. The financial report has been prepared in accordance with the cash basis of accounting as described in the summary of significant accounting policies. No assets or liabilities are recorded other than cash and bank balances.

In our opinion, the financial report presents fairly, in all material respects, the financial position of STRATA CORPORATION 4240 INC as at 31 October 2024, and of its financial performance for the year then ended in accordance with the accounting policies described in the summary of significant accounting policies and the *Community Titles Act 1996 (SA)*

Basis for Opinion

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

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

Emphasis of Matter - Basis of Accounting

Without modifying our opinion, we draw attention to the basis of accounting, which is the cash basis of accounting. The financial report is prepared to provide information to the MEMBERS of STRATA CORPORATION 4240 INC and, as a result, the financial report may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

Responsibility of Management for the Financial Report

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

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ABN 31 118 195 547
212 Greenhill Road, Eastwood 5063
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Fax: 08 8373 1451

Website: www.mgiadelaide.com.au

INDEPENDENT AUDITOR'S REPORT
TO THE MEMBERS OF STRATA CORPORATION 4240 INC

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

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

Auditor's Responsibilities for the Audit of the Financial Report

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

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

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

This description forms part of our auditor's report.

MGI Assurance (SA) Pty Ltd
Chartered Accountants

Clayton Lawrence
Director

Eastwood, South Australia
1 August 2025

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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

Better communities.
The Whittles way.

30 September 2025

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for STRATA CORP.04240 INC 233 East Terrace, ADELAIDE, SA, 5000.

PLEASE NOTE: MOTION 12 in the minutes below - Building Repairs and special levies required in 2026.

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

Eufemia Southon
Body Corporate Manager

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Minutes of the Annual General Meeting
STRATA CORP.04240 INC

Meeting Date	Thursday, 25 September 2025		
Meeting Location	Sarah Miller Room, Whittles Office, 176 Fullarton Road, Dulwich, SA, 5065		
Time	05:30 PM	Closed: 06:27 PM	
Lots Represented	00001	S Somers	Electronic vote with written voting instructions
	00004	M Inglis	Proxy present, J Harris
	00005	B Larkin	Owner present
	00006	H Nimmo	Proxy present, B Larkin
	00009	P Herraman	Owner present
	00010	J Lucas	Owner present
	00012	K Simms	Proxy present, J Harris
	00017	J W Harris	Owner present
	00019	S Jersmann	Owner present
	00020	B Larkin	Owner present
Chairperson	J Harris presided over the meeting. It was agreed that Eufemia Southon, Body Corporate Manager, would assist by conducting the meeting.		
Additional Attendees	Eufemia Southon representing Whittles Management Services Pty Ltd		
Apologies	K Simms		
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.		
Notes		
It was noted that K Simms receives an Honorarium for grounds maintenance.		

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Motion 2				
Acceptance of Minutes	**Ordinary Resolution**			
It was resolved that in accordance with s33(4b)(b) of the *Strata Titles Act* 1988, the minutes of the Annual General Meeting held on 30 JUL 2024 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.				
Motion CARRIED.				
Votes	Yes: 10	No: 0	Abs: 0	Inv: 0

Motion 3				
Acceptance of Statement of Accounts	**Ordinary Resolution**			
It was resolved that in accordance with s33(4b)(c) of the *Strata Titles Act* 1988, the audited Statement of Accounts for the financial year ending 31 OCT 2024, which have been circulated to all members, was accepted.				
Motion CARRIED.				
Votes	Yes: 10	No: 0	Abs: 0	Inv: 0

Motion 4				
Appointment of Manager	**Ordinary Resolution**			
It was resolved that the Body Corporate under s23(6) of the *Strata Titles Act 1988*: i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services, ii. make the appointment for a Term of twelve (12) months, being from the 1 NOV 2024 to 31 OCT 2025 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked, iii. authorise limited powers to Whittles Management Services Pty Ltd, iv. agree to pay Service Fees to Whittles Management Services Pty Ltd, v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd. The Services Agreement is available for viewing at whittles.com.au through your owner portal.				
Motion CARRIED.				
Votes	Yes: 10	No: 0	Abs: 0	Inv: 0

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

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Election of Office Bearers and Committee
In accordance with s23(1) and 35(1) of the *Strata Titles Act* 1988, the meeting appointed the following Office Bearers and Committee Members. Limitations Imposed The Body Corporate Manager advised that the Management Committee and Officers of the Body Corporate do not have powers to resolve matters subject to special or unanimous resolutions. Committee Meetings should be conducted in accordance with s35(8) of the *Strata Titles Act* 1988. An agenda should be forwarded to all committee members and decisions at the meeting minuted, copies of which are to be placed with the Body Corporate records.

Election of Presiding Officer
Unit 17 - J Harris has been elected unopposed as Presiding Officer.

Election of Secretary
Unit 20 - B Larkin has been elected unopposed as Secretary.

Election of Treasurer
Unit 20 - B Larkin has been elected unopposed as Treasurer.

Election of Ordinary Member/s
Unit 9 - P Herraman, Unit 19 - S Jersmann, Unit 12 - K Simms have been elected to the committee.

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.		

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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**			
In accordance with s30 of the Strata Titles Act 1988, the Body Corporate to engage the services of a Licensed Valuer to provide an update of the current Insurance Valuation at an estimated cost of $638.00 and that this valuation be adopted by the Body Corporate effective immediately upon receipt. A comprehensive professional valuation for insurance purposes performed in April 2021 recommended insurance cover of $6,370,000 and is available for viewing at whittles.com.au through your owner portal. **Note: At the last Annual General Meeting a revised valuation was defeated however sum insured was increased to $7,000,000.**				
Motion DEFEATED.				
Votes	Yes: 1	No: 3	Abs: 6	Inv: 0
Notes				
A revised insurance valuation report to be proposed at the next Annual General Meeting.				

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Motion 10				
Insurance Renewal	**Ordinary Resolution**			
It was resolved that the Body Corporate Manager is to arrange quotes and/or renewal of the Body Corporate's insurance for a sum insured of $7,000,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request. Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular unit, the unit owner may be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate. Whittles recommends consideration be given to the following additional cover options if not already included in the policy, office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown. **Contents Insurance** The Body Corporate Manager advised members of the necessity for them to arrange individually for adequate insurance for contents of their units, inclusive of carpets, drapes, light fittings, etc., whether or not the unit is occupied by the unit owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that unit owners should be separately insured for cover in relation to their own premises.				
Motion CARRIED.				
Votes	Yes: 10	No: 0	Abs: 0	Inv: 0

Motion 11				
Honararium	**Ordinary Resolution**			
THAT the Corporation continue to pay a quarterly honorarium free to K Simms of $520 per quarter for garden maintenance, bins and other regular duties on site.				
Motion CARRIED.				
Votes	Yes: 10	No: 0	Abs: 0	Inv: 0

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

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Motion 12		
Building Repairs - Special Levies	**Ordinary Resolution**	

Background
At the last Annual General Meeting, the condition report prepared by FMG was reviewed in detail. Appendix C of the report outlined the overall condition of the building and recommended timeframes for action over the next five years in order of priority.

It was agreed that the immediate focus should be on repairing the corroded steelwork and Bondek, as these works do not require scaffolding. Owners expressed a preference to minimise further engineering costs and direct funds towards remediation.

The FMG report was referred to two builders, Lead Construct and IJFN for pricing; however, both advised that engineering specifications would be required before a firm quotation could be provided.

A structural engineer has been engaged to undertake a specification for the steelwork that is significantly corroded to enable quotes to be obtained to remedy the Bondek. Estimated cost $5,000 - $7,000 for the specifications.

The main building was constructed in 1975 (50 years ago) and requires major works to be undertaken in the next five years.

1. Structural Steel - significant corrosion has been identified in the primary steel beams supporting the suspended Bondek slab.
2. Roof inspection and repairs - inspection of tiles, flashings and timber elements is required to address water ingress and prevent long term timber rot
3. External works - Gutters, Fascia beams, Window frames and other external elements

There will be considerable funding required to remediate these items over the next five years.

Motion:
THAT a Special Levy be raised based on Unit Entitlement Values for each of the major stages once the quotes have been finalised:

- Repairs to Bondek and structural steel.
- Pre-painting repairs, roof inspection, external painting.

(Note-all roof and high level works must be completed at one time due to the significant cost of scaffolding erection)

Once quotations have been obtained for each major stage a General Meeting will be convened to advise owners of the exact levy amount required in accordance with Unit Entitlement Values.

Motion CARRIED.				
Votes	Yes: 10	No: 0	Abs: 0	Inv: 0

Item 13		
General Business		

Unit 19 and 20
Quotation from Lead Construct to fix leaking roof for Unit 19 was tabled for $5,808.

The quote includes to remove up to 5 rows of roof tiles, to the entire roof section to the front of U19, remove gutter and set aside for resuse. Remove fascia and dispose of, remove outriggers and dispose of. Install a new wall batten, outriggers, install sarking to the entire exposed section of roof, install new battens to eliminate the sagging in the roof, which is causing water to flow backwards, reinstate existing tile, reinstate the gutter.

After discussion it was agreed that a new section of gutter should be included rather than the old gutter which is damaged.

At the same time Unit 20 is experiencing leak in their bedroom. It was agreed that Lead Construct contact B Larkins to investigate and remediate while on site.

Motion 14				
Administrative Fund Budget	**Ordinary Resolution**			
It was resolved that in accordance with s27 of the *Strata Titles Act 1988,* the attached Administrative Fund budget was approved and adopted. Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of $15,000.00 for the financial year ending 31 OCT 2025. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year.. Contributions will be raised in accordance with Unit Entitlement Values.				
Motion CARRIED.				
Votes	Yes: 10	No: 0	Abs: 0	Inv: 0

Motion 15				
Sinking Fund Budget	**Ordinary Resolution**			
It was resolved that in accordance with s27 of the *Strata Titles Act 1988*, the attached Sinking Fund budget was approved and adopted. Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of $4,200.00 for the financial year ending 31 OCT 2025. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year. Contributions will be raised in accordance with Unit Entitlement Values.				
Motion CARRIED.				
Votes	Yes: 10	No: 0	Abs: 0	Inv: 0

Better communities.
The Whittles way.

Motion 16				
Audit of Annual Financial Statement	**Ordinary Resolution**			
It was resolved that Whittles recommends that MGI Assurance (SA) be appointed to carry out an independent audit of the Body Corporate's annual statement of accounts at an estimated cost of $290.00.				
Motion CARRIED.				
Votes	Yes: 10	No: 0	Abs: 0	Inv: 0

Motion 17				
Insufficient Funds Special Levy Authority	**Ordinary Resolution**			
It was resolved that should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Presiding Officer, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Unit Entitlement Values and must not exceed the sum of $15,000.00. If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.				
Motion CARRIED.				
Votes	Yes: 10	No: 0	Abs: 0	Inv: 0

Motion 18				
Interest Charged on Overdue Contributions/Levies	**Ordinary Resolution**			
It was resolved that in accordance with the provisions of s27(4) of the *Strata Titles Act 1988*, the Body Corporate will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date. The Presiding Officer is authorised to waive penalty interest charges in extenuating circumstances at their discretion.				
Motion CARRIED.				
Votes	Yes: 10	No: 0	Abs: 0	Inv: 0

Whittles Better communities. The Whittles way.

Motion 19				
Recovery of Overdue Contributions/Levies	**Ordinary Resolution**			
It was resolved that in accordance with s27(5) of the *Strata Titles Act 1988*, Whittles was authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of STRATA CORP.04240 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred. Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company. Fees charged by third party providers will be recovered from the debtor at cost per invoice. Owners are advised of the following debt recovery process: 1. Owners are issued their contribution notice approximately 3 weeks before the due date. 2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date. 3. Once 27 days or more overdue, a final notice is issued to the owner incurring a $44.00 fee. Payment is to be made in full within 21 days from date of issue. 4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued. 5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency.				
Motion CARRIED.				
Votes	Yes: 10	No: 0	Abs: 0	Inv: 0

Item 20		
Next Meeting & Closure		
An Extraordinary General Meeting will be scheduled when information and costings are available from builders.		

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

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

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

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

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BUDGET

STRATA CORP.04240 INC
233 EAST TERRACE, ADELAIDE

Year ending October 2025

ADMINISTRATIVE FUND

	Nov-Jan 25	Feb-Apr 25	May-Jul 25	Aug-Oct 25	Annual Total
INCOME					
11500 - Contributions	*14,000.00*	*14,000.00*	*14,000.00*	*14,000.00*	***$56,000.00***
11500 - Arrears	*19.15*	*0.00*	*0.00*	*0.00*	***$19.15***
11500 - Advances	*-5,719.00*	*-0.00*	*-0.00*	*-0.00*	***-$5,719.00***
Total	***8,300.15***	***14,000.00***	***14,000.00***	***14,000.00***	***$50,300.15***
EXPENDITURE					
23600 - Audit prep. incl of auditor fee	*0.00*	*0.00*	*0.00*	*286.00*	***$286.00***
28500 - Cleaning	*1,500.00*	*1,500.00*	*1,500.00*	*1,500.00*	***$6,000.00***
28505 - Cleaning - Windows	*0.00*	*0.00*	*0.00*	*1,100.00*	***$1,100.00***
29000 - Common property	*1,250.00*	*1,250.00*	*1,250.00*	*1,250.00*	***$5,000.00***
35500 - Electrical	*200.00*	*200.00*	*200.00*	*200.00*	***$800.00***
42501 - Grounds - Contract groundsman	*1,075.00*	*1,075.00*	*1,075.00*	*1,075.00*	***$4,300.00***
42503 - Grounds - Irrigation repairs	*0.00*	*1,500.00*	*0.00*	*0.00*	***$1,500.00***
42508 - Grounds - Pruning	*0.00*	*1,100.00*	*0.00*	*1,100.00*	***$2,200.00***
43501 - Gutters & downpipes - Cleaning	*0.00*	*0.00*	*1,500.00*	*0.00*	***$1,500.00***
44500 - Honorarium	*520.00*	*520.00*	*520.00*	*520.00*	***$2,080.00***
46005 - Insurance - Renewal	*13,900.00*	*0.00*	*0.00*	*0.00*	***$13,900.00***
21000 - Management - Additional services fee	*62.50*	*62.50*	*62.50*	*62.50*	***$250.00***
22300 - Management - Agreed Services	*1,375.00*	*1,375.00*	*1,375.00*	*1,375.00*	***$5,500.00***
52600 - Management - Asset Maintenance Services	*100.00*	*100.00*	*100.00*	*100.00*	***$400.00***
29200 - Management - Disbursement Fees	*341.00*	*341.00*	*341.00*	*341.00*	***$1,364.00***
60000 - Plumbing	*125.00*	*125.00*	*125.00*	*125.00*	***$500.00***
69000 - Security gates	*500.00*	*500.00*	*500.00*	*500.00*	***$2,000.00***
29201 - Technology and System Fees	*88.00*	*88.00*	*88.00*	*88.00*	***$352.00***
77001 - Utilities - Electricity	*525.00*	*525.00*	*525.00*	*525.00*	***$2,100.00***
77004 - Utilities - Water	*1,625.00*	*1,625.00*	*1,625.00*	*1,625.00*	***$6,500.00***
Total	***23,186.50***	***11,886.50***	***10,786.50***	***11,772.50***	***$57,632.00***

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SINKING FUND

	Nov-Jan 25	Feb-Apr 25	May-Jul 25	Aug-Oct 25	Annual Total
INCOME					
11500 - Contributions	*4,200.00*	*4,200.00*	*4,200.00*	*4,200.00*	***$16,800.00***
11500 - Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
11500 - Advances	*-1,518.00*	*-0.00*	*-0.00*	*-0.00*	***-$1,518.00***
Total	***2,682.00***	***4,200.00***	***4,200.00***	***4,200.00***	***$15,282.00***
EXPENDITURE					
29001 - Common property - Barge boards & Facias	*0.00*	*0.00*	*0.00*	*10,000.00*	***$10,000.00***
Total	***0.00***	***0.00***	***0.00***	***10,000.00***	***$10,000.00***

CASH FLOW SUMMARY

	Nov-Jan 25	Feb-Apr 25	May-Jul 25	Aug-Oct 25	Annual Total
ADMINISTRATIVE FUND					
Opening Balance	*23,322.65*	*8,436.30*	*10,549.80*	*13,763.30*	***$23,322.65***
Add: Contributions	*14,000.00*	*14,000.00*	*14,000.00*	*14,000.00*	***$56,000.00***
Add: Arrears	*19.15*	*0.00*	*0.00*	*0.00*	***$19.15***
Minus: Advances	*5,719.00*	*0.00*	*0.00*	*0.00*	***$5,719.00***
Minus: Expenditures	*23,186.50*	*11,886.50*	*10,786.50*	*11,772.50*	***$57,632.00***
CLOSING BALANCE	*8,436.30*	*10,549.80*	*13,763.30*	*15,990.80*	***$15,990.80***
SINKING FUND					
Opening Balance	*36,350.21*	*39,032.21*	*43,232.21*	*47,432.21*	***$36,350.21***
Add: Contributions	*4,200.00*	*4,200.00*	*4,200.00*	*4,200.00*	***$16,800.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*1,518.00*	*0.00*	*0.00*	*0.00*	***$1,518.00***
Minus: Expenditures	*0.00*	*0.00*	*0.00*	*10,000.00*	***$10,000.00***
CLOSING BALANCE	*39,032.21*	*43,232.21*	*47,432.21*	*41,632.21*	***$41,632.21***

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CALCULATION OF CONTRIBUTIONS

Total Unit Entitlement 10007
Number of Units 20

	— Effective from 15/11/25 —		— Effective from 15/11/24 —	
Unit Number	**UEV**	**ADMIN Fund**	**UEV**	**SINKING Fund**
1	483	**$724**	483	**$203**
2	483	**$724**	483	**$203**
3	483	**$724**	483	**$203**
4	483	**$724**	483	**$203**
5	483	**$724**	483	**$203**
6	483	**$724**	483	**$203**
7	483	**$724**	483	**$203**
8	483	**$724**	483	**$203**
9	483	**$724**	483	**$203**
10	483	**$724**	483	**$203**
11	483	**$724**	483	**$203**
12	483	**$724**	483	**$203**
13	483	**$724**	483	**$203**
14	483	**$724**	483	**$203**
15	514	**$770**	514	**$216**
16	514	**$770**	514	**$216**
17	514	**$770**	514	**$216**
18	514	**$770**	514	**$216**
19	514	**$770**	514	**$216**
20	675	**$1,012**	675	**$283**
QUARTERLY TOTAL		***$14,998.00***		***$4,205.00***

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ACCOUNT NOTES

29001 - Common property - Barge boards & Facias	U19 to fix leaking roof, U20 to be investigated

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Whittles

Strata and Community Title Services

26 August 2024

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for STRATA CORP.04240 INC 233 East Terrace, ADELAIDE, SA, 5000.

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

Eufemia Southon
Body Corporate Manager

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Whittles
Strata and Community Title Services

Minutes of the Annual General Meeting
STRATA CORP.04240 INC.

Meeting Date	30 July 2024		
Meeting Location	Sarah Miller Room, Whittles Office, 176 Fullarton Road, Dulwich, SA, 5065 and Via Teams		
Time	05:30 PM		Closed: 06.30 PM
Lots Represented	00001	S Somers	Electronic vote with written voting instructions
	00004	Mrs M E Inglis	Electronic vote with written voting instructions
	00005	Mr B Larkin	Owner present
	00006	Mr T J Polkinghorne	Owner present
	00007	Mr L J Som-De-Cerff	Owner present
	00009	P & J Herraman ATF the P & J Herraman Family Trust	Electronic vote with written voting instructions
	00010	Mr J B Lucas	Owner present
	00012	Mr K R Simms	Owner present
	00016	Mr J McDonald	Company Nominee present
	00017	Mr J W Harris	Owner present
	00018	Mr J McDonald	Company Nominee present
	00020	Mr B Larkin	Owner present
Chairperson	Mr J W Harris The Corporation Manager assisted by conducting the meeting		
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.		
Notes		
It was noted that K Simms receives an Honararium payment from Corporation.		

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Motion 2				
Acceptance of Minutes	**Ordinary Resolution**			
It was resolved that in accordance with s33(4b)(b) of the *Strata Titles Act* 1988, the minutes of the Annual General Meeting held on 24 OCT 2023 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.				
Motion CARRIED.				
Votes	Yes: 10	No: 0	Abs: 2	Inv: 0

Motion 3				
Acceptance of Statement of Accounts	**Ordinary Resolution**			
It was resolved that in accordance with s33(4b)(c) of the *Strata Titles Act* 1988, the audited Statement of Accounts for the financial year ending 31 OCT 2023, which have been circulated to all members, are accepted.				
Motion CARRIED.				
Votes	Yes: 12	No: 0	Abs: 0	Inv: 0

Motion 4				
Appointment of Manager	**Ordinary Resolution**			
It was resolved that the Body Corporate under s23(6) of the *Strata Titles Act 1988*: i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services, ii. make the appointment for a Term of twelve (12) months, being from the 1 DEC 2023 to 31 OCT 2024 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked, iii. authorise limited powers to Whittles Management Services Pty Ltd, iv. agree to pay Service Fees to Whittles Management Services Pty Ltd, v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd. The Services Agreement is available for viewing at whittles.com.au through your owner portal.				
Motion CARRIED.				
Votes	Yes: 12	No: 0	Abs: 0	Inv: 0

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

Election of Secretary
Bernard Larkin has been elected unopposed as Secretary.

Election of Treasurer
Bernard Larkin has been elected unopposed as Treasurer.

Election of Ordinary Member/s
P Herraman, Kevin Simms have been elected to the committee.

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.		

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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**			
It was defeated that in accordance with s30 of the Strata Titles Act 1988, the Body Corporate engage the services of a Licensed Valuer to provide an update of the current Insurance Valuation at an estimated cost of $700.00 and that this valuation be adopted by the Body Corporate effective immediately upon receipt. A comprehensive professional valuation for insurance purposes performed in 04/21 recommended insurance cover of $6,370,000 and is available for viewing at whittles.com.au through your owner portal.				
Motion DEFEATED.				
Votes	Yes: 1	No: 10	Abs: 1	Inv: 0
Notes				
There was considerable discussion on obtaining a revised insurance valuation. Owners present agreed not to undertake a revised valuation but to obtain a quote to increase the sum insured to $7,000,000. Once the quote is obtained it is to be sent to the Office Bearers for approval to increase the sum insured.				

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Motion 10				
Insurance Renewal	**Ordinary Resolution**			
It was resolved that the Body Corporate Manager is to arrange quotes and/or renewal of the Body Corporate's insurance for a sum insured of $7,000,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request. Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular unit, the unit owner may be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate. Whittles recommends consideration be given to the following additional cover options if not already included in the policy; office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown. **Contents Insurance** The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for contents of their units, inclusive of carpets, drapes, light fittings, etc., whether or not the unit is occupied by the unit owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that unit owners should be separately insured for cover in relation to their own premises. The Body Corporate's Certificate of Currency/Insurance is available for viewing at whittles.com.au through your owner portal.				
Motion CARRIED.				
Votes	Yes: 10	No: 1	Abs: 1	Inv: 0

Motion 11				
Honararium	**Ordinary Resolution**			
THAT the Corporation continue to pay a quarterly honorarium free to K Simms of $520 per quarter for garden maintenance, bins and other regular duties on site.				
Motion CARRIED.				
Votes	Yes: 12	No: 0	Abs: 0	Inv: 0

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

Motion 12				
Administrative Fund Budget	**Ordinary Resolution**			
It was resolved that in accordance with s27 of the *Strata Titles Act 1988,* the attached Administrative Fund budget was approved and adopted. Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of $14,000.00 for the financial year ending 31 OCT 2024. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year. Contributions will be raised in accordance with Unit Entitlement Values.				
Motion CARRIED.				
Votes	Yes: 11	No: 1	Abs: 0	Inv: 0

Item 13		
Increase in Sinking Fund Contributions		
The building is now 50 years old and requires some major maintenance as identified in the FMG condition report. Given the future works required it is Proposed to double the Sinking Fund contributions from $2,100 per quarter to $4,200 per quarter to assist with future non recurrent works that are required. This increase represents approx. $100 per quarter per unit..		

Motion 14				
Sinking Fund Budget	**Ordinary Resolution**			
It was resolved that in accordance with s27 of the *Strata Titles Act 1988*, the attached Sinking Fund budget be approved and adopted. Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of $4,200.00 for the financial year ending 31 OCT 2024. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year. Contributions will be raised in accordance with Unit Entitlement Values.				
Motion CARRIED.				
Votes	Yes: 12	No: 0	Abs: 0	Inv: 0

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

Motion 15				
Insufficient Funds Special Levy Authority	**Ordinary Resolution**			
It was resolved that should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Presiding Officer, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Unit Entitlement Values and must not exceed the sum of $13,000.00. If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.				
Motion CARRIED.				
Votes	Yes: 12	No: 0	Abs: 0	Inv: 0

Motion 16				
Audit of Annual Financial Statement	**Ordinary Resolution**			
It was resolved that Whittles recommends that MGI Assurance (SA) be appointed to carry out an independent audit of the Body Corporate's annual statement of accounts at an estimated cost of $290.00.				
Motion CARRIED.				
Votes	Yes: 12	No: 0	Abs: 0	Inv: 0

Motion 17				
Interest Charged on Overdue Contributions/Levies	**Ordinary Resolution**			
It was resolved that in accordance with the provisions of s27(4) of the *Strata Titles Act 1988*, the Body Corporate will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date. The Presiding Officer is authorised to waive penalty interest charges in extenuating circumstances at their discretion.				
Motion CARRIED.				
Votes	Yes: 12	No: 0	Abs: 0	Inv: 0

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

Motion 18				
Recovery of Overdue Contributions/Levies	**Ordinary Resolution**			

It was resolved that in accordance with s27(5) of the *Strata Titles Act 1988*, Whittles is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of STRATA CORP.04240 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred.

Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company.

Fees charged by third party providers will be recovered from the debtor at cost per invoice.

Owners are advised of the following debt recovery process:

1. Owners are issued their contribution notice approximately 3 weeks before the due date.
2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date.
3. Once 27 days or more overdue, a final notice is issued to the owner incurring a $44.00 fee. Payment is to be made in full within 21 days from date of issue.
4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued.
5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency.

Motion CARRIED.				
Votes	Yes: 12	No: 0	Abs: 0	Inv: 0

Motion 19		
Investigation Report - FMG Investigation Report	**Ordinary Resolution**	

Following the last Annual General Meeting, B Larkin, J Harris and Body Corporate Manager met with FMG Engineering to review past building inspection reports and to provide an asset condition /evaluation report to summarize findings and recommendations for maintenance required with time frames for work to be completed.

The report from FMG following the inspection was previously distributed.

As documented there is a considerable amount of work required which has been prioritized Appendix C showing condition and time frames for action required marked immediate to 5 years.

In summary, the FMG report identifies the maintenance priorities as:
(1) Immediately – 7no. Assets
(2) 6 Months – 2no. Assets
(3) 1 year – 13no. Assets
(4) 5 year – 5no. Assets
(5) Annual monitoring/routine maintenance –3no. Assets

- Where no maintenance is deemed necessary, FMG recommends that on-going annual monitoring schedule for future deterioration and possible maintenance works should be undertaken.

- The majority of damage observed at the subject site is corrosion and timber rot due to longterm moisture ingress and long-term exposure to moisture.

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- A summary table has been provided in Appendix C as previously distributed tabulating the Overall Condition Rating, Maintenance Priorities and a brief description of the Maintenance Required for all assets at the subject site.

- FMG recommends that a qualified experienced structural engineer be engaged to undertake a remediation specification/design to the steelwork that is significantly corroded and has lost the 10% of this section.

- FMG recommends that a qualified experienced civil engineer be engaged to undertake a roof drainage assessment and a redesign of the roof stormwater drainage system for the main roof and carport in accordance with AS3500.3-2018– Stormwater drainage.

- FMG recommends a detailed comprehensive roof cladding inspection to the main roof to identify any damage tiles and flashing causing water ingress and long-term timber rot.

- FMG recommends a detailed comprehensive roof timber trimming inspection to the main roof to identify any damaged (i.e rot, warping, lose etc) timber fascia's, barge boards and ridge boards.

- FMG recommends providing protective perimeter pavement to drain stormwater away from the footings in accordance with AS 2870-2011 Residential slabs and footings.

- FMG recommends a window specialist/manufacturer or similar to be engaged to investigate and inspect all the windows at the subject site to provide a condition assessment on condition and functionally, and maintenance advice

A quotation for the recommended structural and civil engineering work was requested from FMG. Quote included with notice is $9,500 +GST (attached).

Alternate quotes are being sort for this work. The work is to be staged over the next few years based on priority.

Immediate works ie BONDEK Steelwork and Structural timber are high priority and to be undertaken in the short term.

The report has been sent to Lead Construct and Ian Fry who are two reputable general builders.

Both builders have advised that specific instructions for repair is required to be able to remediate the urgent items.
ie structural timber beams, reinstatement of sofits, details of repair to significant rust damage to steel edge beams and bondek to concrete slabs may be required prior to quoting.

We are awaiting further information from Engineers for specific work required which will then enable the work to be prioritized and a plan showing how the work will be staged.

THAT the Body Corporate authorizes the Management Committee to proceed with urgent priority works and to select the preferred contractor. At present there is $42,000 in the Sinking Fund and a Special Levy will be required for the shortfall once all the information is received.

At the meeting the following items were agreed:
Stormwater in car park
J McDonald advised that on a recent inspection he noted there was significant water laying around the building and noted that getting the water away from the building should be an urgent priority.

The Presiding Officer advised that Bevan Plumbing had recently attended regarding stormwater overflowing in the car park. They tested the stormwater and found it all to be clear and discharging and advised that during heavy rains the stormwater cannot keep up and have recommended the garden sump is replaced, and the stormwater pipes upsized. Bevans proposal was tabled and discussed.

Mr J McDonald advised that the minimum pipe size needs to be greater than 90mm and felt 120 mm would be adequate to cope with stormwater during heavy rains.

All present agreed for work to be undertaken as a priority.

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Investigation Report *The report was discussed, and it was agreed that significant maintenance in the short term will be required.* *It was disappointing that the FMG report did not provide details for remediation of critical items i.e. structural steel remediation.* *It was agreed that the focus at this stage is to repair the corroded steelwork, Bondek as this work will not require any scaffolding.* *The preference of owners at the meeting is to avoid further engineering costs and spend the funds on remediation. If necessary, the engineering costs should only be for the structural steel.* *Once quotes have been finalised the management committee are authorised to agree on the special levy that will be required.*

Motion CARRIED.				
Votes	Yes: 11	No: 0	Abs: 1	Inv: 0

Item 20		
General Business		
There was no other business discussed.		

Item 21		
Next Meeting & Closure		
The next Annual General Meeting will be at a date and time to be determined.		

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

If you have another property that you would like to consider for management by Whittles, please advise your manager so a proposal can be arranged or "request a quote" through the above website.

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BUDGET

STRATA CORP.04240 INC
233 EAST TERRACE, ADELAIDE

Year ending October 2024

ADMINISTRATIVE FUND

	Nov-Jan 24	Feb-Apr 24	May-Jul 24	Aug-Oct 24	Annual Total
INCOME					
11500 - Contributions	*12,000.00*	*12,000.00*	*12,000.00*	*14,000.00*	***$50,000.00***
11500 - Arrears	*1,383.60*	*0.00*	*0.00*	*0.00*	***$1,383.60***
11500 - Advances	*-1,496.00*	*-0.00*	*-0.00*	*-0.00*	***-$1,496.00***
Total	***11,887.60***	***12,000.00***	***12,000.00***	***14,000.00***	***$49,887.60***
EXPENDITURE					
23600 - Audit prep. incl of auditor fee	*0.00*	*0.00*	*0.00*	*286.00*	***$286.00***
28500 - Cleaning	*1,500.00*	*1,500.00*	*1,500.00*	*1,500.00*	***$6,000.00***
28505 - Cleaning - Windows	*1,100.00*	*0.00*	*0.00*	*0.00*	***$1,100.00***
29000 - Common property	*1,250.00*	*1,250.00*	*1,250.00*	*1,250.00*	***$5,000.00***
35500 - Electrical	*200.00*	*200.00*	*200.00*	*200.00*	***$800.00***
42501 - Grounds - Contract groundsman	*1,150.00*	*1,150.00*	*1,150.00*	*1,150.00*	***$4,600.00***
42508 - Grounds - Pruning	*925.00*	*1,200.00*	*0.00*	*0.00*	***$2,125.00***
43501 - Gutters & downpipes - Cleaning	*0.00*	*0.00*	*1,500.00*	*0.00*	***$1,500.00***
44500 - Honorarium	*520.00*	*520.00*	*520.00*	*520.00*	***$2,080.00***
46005 - Insurance - Renewal	*11,660.00*	*0.00*	*0.00*	*0.00*	***$11,660.00***
50000 - Legal fees	*940.50*	*0.00*	*0.00*	*0.00*	***$940.50***
21000 - Management - Additional services fee	*0.00*	*220.00*	*0.00*	*0.00*	***$220.00***
22300 - Management - Agreed Services	*1,275.00*	*1,275.00*	*1,275.00*	*1,275.00*	***$5,100.00***
52600 - Management - Asset Maintenance Services	*90.00*	*90.00*	*90.00*	*90.00*	***$360.00***
29200 - Management - Disbursement Fees	*341.00*	*341.00*	*341.00*	*341.00*	***$1,364.00***
60000 - Plumbing	*125.00*	*125.00*	*125.00*	*125.00*	***$500.00***
66003 - Reports - Insurance valuation	*0.00*	*0.00*	*0.00*	*700.00*	***$700.00***
69000 - Security gates	*500.00*	*500.00*	*500.00*	*500.00*	***$2,000.00***
29201 - Technology and System Fees	*88.00*	*88.00*	*88.00*	*88.00*	***$352.00***
77001 - Utilities - Electricity	*820.00*	*400.00*	*440.00*	*440.00*	***$2,100.00***
77004 - Utilities - Water	*1,390.00*	*2,550.00*	*1,500.00*	*1,500.00*	***$6,940.00***
Total	***23,874.50***	***11,409.00***	***10,479.00***	***9,965.00***	***$55,727.50***

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SINKING FUND

	Nov-Jan 24	Feb-Apr 24	May-Jul 24	Aug-Oct 24	Annual Total
INCOME					
11500 - Contributions	*2,100.00*	*2,100.00*	*2,100.00*	*4,200.00*	***$10,500.00***
11500 - Arrears	*216.00*	*0.00*	*0.00*	*0.00*	***$216.00***
11500 - Advances	*-202.00*	*-0.00*	*-0.00*	*-0.00*	***-$202.00***
Total	***2,114.00***	***2,100.00***	***2,100.00***	***4,200.00***	***$10,514.00***
EXPENDITURE					
55500 - Painting	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
66001 - Reports - Building inspection report	*0.00*	*0.00*	*7,000.00*	*0.00*	***$7,000.00***
69000 - Security gates	*0.00*	*3,300.00*	*0.00*	*0.00*	***$3,300.00***
76003 - Transfer - To Administration Fund	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Total	***0.00***	***3,300.00***	***7,000.00***	***0.00***	***$10,300.00***

CASH FLOW SUMMARY

	Nov-Jan 24	Feb-Apr 24	May-Jul 24	Aug-Oct 24	Annual Total
ADMINISTRATIVE FUND					
Opening Balance	*17,097.19*	*5,110.29*	*5,701.29*	*7,222.29*	***$17,097.19***
Add: Contributions	*12,000.00*	*12,000.00*	*12,000.00*	*14,000.00*	***$50,000.00***
Add: Arrears	*1,383.60*	*0.00*	*0.00*	*0.00*	***$1,383.60***
Minus: Advances	*1,496.00*	*0.00*	*0.00*	*0.00*	***$1,496.00***
Minus: Expenditures	*23,874.50*	*11,409.00*	*10,479.00*	*9,965.00*	***$55,727.50***
CLOSING BALANCE	*5,110.29*	*5,701.29*	*7,222.29*	*11,257.29*	***$11,257.29***
SINKING FUND					
Opening Balance	*40,392.29*	*42,506.29*	*41,306.29*	*36,406.29*	***$40,392.29***
Add: Contributions	*2,100.00*	*2,100.00*	*2,100.00*	*4,200.00*	***$10,500.00***
Add: Arrears	*216.00*	*0.00*	*0.00*	*0.00*	***$216.00***
Minus: Advances	*202.00*	*0.00*	*0.00*	*0.00*	***$202.00***
Minus: Expenditures	*0.00*	*3,300.00*	*7,000.00*	*0.00*	***$10,300.00***
CLOSING BALANCE	*42,506.29*	*41,306.29*	*36,406.29*	*40,606.29*	***$40,606.29***

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CALCULATION OF CONTRIBUTIONS

Total Unit Entitlement 10007
Number of Units 20

	— Effective from 15/08/24 —		— Effective from 15/08/24 —	
Unit Number	**UEV**	**ADMIN Fund**	**UEV**	**SINKING Fund**
1	483	**$676**	483	**$203**
2	483	**$676**	483	**$203**
3	483	**$676**	483	**$203**
4	483	**$676**	483	**$203**
5	483	**$676**	483	**$203**
6	483	**$676**	483	**$203**
7	483	**$676**	483	**$203**
8	483	**$676**	483	**$203**
9	483	**$676**	483	**$203**
10	483	**$676**	483	**$203**
11	483	**$676**	483	**$203**
12	483	**$676**	483	**$203**
13	483	**$676**	483	**$203**
14	483	**$676**	483	**$203**
15	514	**$719**	514	**$216**
16	514	**$719**	514	**$216**
17	514	**$719**	514	**$216**
18	514	**$719**	514	**$216**
19	514	**$719**	514	**$216**
20	675	**$944**	675	**$283**
QUARTERLY TOTAL		***$14,003.00***		***$4,205.00***

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ACCOUNT NOTES

66001 - Reports - Building inspection report	FMG $7000
69000 - Security gates	Security gate worn drive Arco swing oeprator replaceed

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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
29.11.07	Air Conditioner - Unit 10 Approval was granted for the installation of an Air Conditioner at Unit 10
20.12.07	Air Conditioner - Unit 4 Approval was granted for the installation of a Split System Air Conditioner at Unit 4, as per the details supplied.
6.02.08	Air Conditioners Approval was granted / ratified to the owner of Unit 3 to install a split system air conditioner under the window on the northern elevation. Approval was granted to the owner of Unit 10 to install an inverter split system on his balcony rather than the one previously proposed and approved with the condensation being collected and disposed of in a correct manner. It was noted that one objection had been received about the compressor being on the balcony however as compressors are on the balcony for Units 15 & 18 a precedent had been set.
12.02.09	No Resolutions Recorded
16.02.10	No Resolutions Recorded
09.02.11	No Resolutions Recorded
8.02.12	No Resolutions Recorded
27.02.13	No Resolutions Recorded
13.02.14	***Annual Honorarium Fee*** That the owner of Unit 12 has requested he receives an honorarium fee, to be determined, for the extent of maintenance work undertaken on a regular basis for and on behalf of the strata body. After discussion on the matter Mr D Larkin put forward the following motion to be voted on: *That the Strata Corporation pay an honorarium fee to Mr K Simms for the duties undertaken on behalf of the corporation and that an amount of $20 per week be paid as the agreed fee. The fee is to be paid quarterly to Mr Simms.* **MOTION CARRIED**

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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 Resolutions
10.03.15	No Resolutions Recorded
01/03/16	No Resolutions Recorded
09/02/17	The meeting gave retrospective approval for the replacement and installation of a new air conditioner at Unit 5.
09/02/17	The owner of Unit 6 wrote to the corporation regarding prior approval at the 2012 AGM to install double gates across the driveway entrance and a single pedestrian gate between the garden wall and external wall. The meeting confirmed that this approval is still valid with the same conditions and requirements.
7/2/2018	No Resolutions Recorded
21/02/2019	No resolutions recorded
10/2/2020	No Resolutions Recorded
08/12/20 EGM	**Proposal for Unit 6 Carport (Special Resolution)** Following the AGM on the 10th February, 2020 owner of Unit 6, Mr T Polkinghorne presented a proposal to secure the carport for Unit 6. In principle agreement was given at the AGM subject to providing drawings and necessary approvals. The following documents were attached the AGM Notice: 1. Application letter 2. Drawings 3. Development Approval by City of Adelaide Council Motion: That the Body Corporate authorises the Owner of Unit 6 to erect and make secure the carport for Unit 6 in accordance with the written application attached, subject to the following conditions. - The installation must use the same existing bricks, Followstone roof tiles to match existing and a colour palette for door as advised by the Corporation. - The installation is to be carried out by a qualified tradesman in a proper and workmanlike manner at the Owners cost;

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- The Owners will be responsible for repairing any damage to the common property as a consequence of the installation;
- The Owner must obtain the consent of the Local Authority (development approval attached)
- The Owner must maintain the improvement made under this authority in good condition;
- All costs associated with the installation and maintenance of the garage roller door will be borne by the Owner of that Lot and/or their successors.

MOTION CARRIED

In principle agreement was given to the proposal subject to the following information being supplied by applicant:
(1) Whether the proposed change needs to be noted at the LTO
(2) Development approval 142/2020 given was for Revision E dated 6th May, 2020. Evidence of Development approval is required for Revision F dated 25th May, 2020.
(3) Details in relation to drainage and whether the proposed plan and guttering will cope with any overflow.

Air Conditioner Installation (Special Resolution)

Owners were reminded that anything that alters the external appearance of the building requires corporation approval prior to work being undertaken.

It was brought to the Corporations attention that Unit 14 did not seek approval to install an air conditioner on their balcony. The drainage/overflow pipe is unsightly and unacceptable and should be plumbed into the existing drainage system of the property.

The owner of Unit 14 was seeking retrospective approval for their air conditioner. The proposal was attached to the AGM Notice.

Motion
That the Body Corporate approved the installation of air conditioner on the balcony of Unit 14 and that the overflow pipe as suggested is approved. The colour of the overflow pipe to be painted to match the colour of the wall.

MOTION CARRIED

Approval was granted subject to proposal to replumb the drainage line. It was suggested that overflow pipe should not be visible from front of balcony. It should be plumbed to back of balcony and then neatly at 90 degrees follow the balcony line to the downpipe and down to the drain. The plumbing pipe to be painted the same colour as the brick wall.

31/03/2021	No Resolutions Recorded
24/10/2023	No Resolutions Recorded
30/07/2024 (AGM)	No Resolutions Recorded
25/09/2025	No Resolutions Recorded

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Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

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

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

Date of Meeting	Details
26/11/79	Additions & Alterations Resolved that all existing installations such as air conditioners, awnings and sun blinds, etc. be approved, but that no further installations or alterations including air conditioners, sun blinds, awnings, pergolas, sheds, etc. be erected or installed without unanimous approval of all unit owners.
10/01/84	Unit 16 Witini Pty Ltd Installation of security screen door and security window screens.
17/01/85	Unit 18 To lay an outdoor carpet on the common balcony walkway.
22/01/87	The Registered Proprietors of Units 4,5 and 11 To cause to have installed in a professional and tradesman like manner SECURITY SCREEN DOORS and WINDOWS of an equal and standard design and colour which is acceptable to the Management Committee, such approval is deemed to apply to all units under the identical terms and conditions.
26/01/89	Animals It was confirmed that the Corporation policy is that no animals are acceptable within the units or upon common property.
30/01/92	Legal Recoveries Strata Managers are authorized without need for further authority to levy costs incurred for all legal recovery costs against the unit holder in default of payment of corporation contributions and/or levies.
19/01/95	Alterations The alterations in Unit 6 are approved subject to an Engineer's report being obtained to state that the work has been carried out correctly and therefore there will be no structural damage.
25/01/96	Maintenance Supervisor The Strata Manager advised that "Whittles" has engaged a building contracts supervisor to oversee maintenance work performed by contractors engaged by "Whittles" for its client corporations. In order to fund this appointment contractors entering into an agreement with "Whittles" will pay a management fee of up to 5% of the invoiced amount for any works performed.
30/01/97	Maintenance Supervisor Confirmed.
22/01/98	Maintenance Supervisor Confirmed.

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

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

Date of Meeting	Details
14/01/99	Maintenance Supervisor Confirmed.
13/01/00	Maintenance Supervisor Confirmed. Air Conditioner Approval was formally ratified for the owner of Unit 20 to install an air conditioner. The air conditioner unit is a Braemar, Model RPA(s)450 Security of Vehicles It was agreed to grant approval for a parking bay sentry to be installed by owners to protect their vehicles from being stolen. However, the first owner wishing to install a parking bay sentry must submit a design to the Corporation for approval.
18/01/01	Maintenance Supervisor Confirmed. Glass Attention was brought to the meeting by the Strata Manager that over the past few years there have been various successful claims against landlords for injury to persons or damage to property by glass breakage in their properties. Although glass may comply with past building standards, and is legally acceptable, property owners may still be at risk where a Court feels that the status of the glass represents a risk. The need for adequate Public Liability Insurance was reinforced. Air Conditioner – Units 1, 8 and 9 Approval was formally ratified for units 1, 8 and 9 to install an air conditioner.
17/01/02	Maintenance Supervisor Confirmed. Air Conditioner Unit 7 Approval was granted for the installation of a split system air conditioner in the courtyard of Unit 7, subject to the owners of units 5 and 6 being in agreement with measures to reduce the sound from the unit and the piping on the wall being painted to match the colour of the wall. Approval was not granted for a visible electrical conduit being installed on the building.
14/01/03	Maintenance Supervisor Confirmed.
03/02/04	Maintenance Supervisor Confirmed.

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

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

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

Date of Meeting	Details
25/01/05	Prescribed Works The Manager advised that should any owner wish to apply to the corporation, other than at the Annual General Meeting, for an approval of any kind, which was for their exclusive benefit, the prescribed meeting fee will apply to conduct and Extraordinary General Meeting. It was agreed that this fee be charged to the applicant.
24/01/06	Blinds It was queried as to the responsibility for maintenance of external blinds. The Strata Manager confirmed that this was up to each owner to attend to. Prescribed Works The Strata Manager reminded owners that approval is required for items that are designated as “prescribed works” under the legislation and this generally refers to items that will either change the external appearance or structure of the unit. The Manager advised that should any owner wish to apply to the Corporation, other than at the Annual General Meeting, for an approval of any kind, which was for their exclusive benefit, the prescribed meeting fee would apply to conduct an Extraordinary General Meeting. It was noted that this fee be charged to the applicant.

HALIFAX STREET

60·10
54·61

0·61

P.M.P. FD 0·61 ON PROD.

1·70 2·09 3·12

30°17'30"

22·78 22·78 22·78 22·78

46·62 ALL

THREE STOREY BUILDING

Stairs

E.T.S.A.

TRANSF

Balcony

Stairs

1·70 1·78 2·08

55·23
56·93

5·16

5·17

TERRACE

46·45

EAST

23·70

2·98

Carports.

7·86

1·47 57·19 1·52

M.P. FD 0·61 ON PROD.

60·59

NLGT

PT T.A. 583

12·95

PRIVATE ROAD

4·57

B A

46·62 23·84 23·84

1·59 1·46 1·09 0·61 1·70 57·19

Reference Map

COUNCIL C/T

THIS IS SHEET

SURVEY INDEXED

SURVEY INFORMATION EXAMINED

HD OF ADELAID
CITY OF ADELA
PT T.A. 583

0 5 10 15
metres.

REFERENCE VOL 4089
TOTAL AREA = 26

NOTE. - THAT PORTION OF THE PA
A HEREON IS SUBJECT TO
AND UNRESTRICTED RIGHT
VIDE C.T. VOL 4089 FOL 869

SITE PLAN

I, Raymond James Todd a Li
meaning of the Surveyors Act, 1935-1975, do hereby certify
1. that all the units and unit subsidiaries and all bui
depicted hereon are wholly comprised within the
delineated on this strata plan;
2. that this strata plan represents an accurate deline
subsidiaries (if any) as constructed or laid out on th
3. ~~that this strata plan complies with the requirem~~

KANDER & Co. P/L
PLANNING CONSULTANTS
ST., ADELAIDE 5000
HONE 51 2786

Docusign Envelope ID: EE011E12-4A1E-42D3-8EAF-94B3EE6FE70F

HALIFAX STREET

TERRACE

EAST

Porch (Unit Sub.1)
FENCE
Yard (Unit Sub.1)
Porch (Unit Sub.2)
FENCE
Yard (Unit Sub.2)
Porch (Unit Sub.3)
FENCE
Yard (Unit Sub.3)
Porch (Unit Sub.4)
FENCE
Yard (Unit Sub4)
Porch (Unit Sub5)
Yard (Unit Sub.5)
Edge of conc.
FENCE
Wall
Carpark (Unit Sub6)
Porch (Unit Sub6)
Wall
Yard (Unit Sub6)
Porch (Unit Sub6)
Wall
Yard (Unit Sub7)
Porch (Unit Sub7)
Wall

UNIT 1. [Incl. 3 Unit Subs. (Porch, Carport & Yard)]

UNIT 2. [Incl. 3 Unit Subs. (Porch, Carport & Yard)]

UNIT 3. [Incl. 3 Unit Subs. (Porch, Carport & Yard)]

UNIT 4. [Incl. 3 Unit Subs. (Porch, Carport & Yard)]

UNIT 5. [Incl. 3 Unit Subs. (Porch, Carport & Yard)]

UNIT 6. [Incl. 4 Unit Subs. (2 Porches, Yard & Carpark)]

UNIT 7. [Incl. 3 Unit Subs. (Porch, Yard & Carport)]

Store Area.

Stairs.

E.T.S.A. Transformer

Stairs.

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Carport (Unit Sub.9)
Carport (Unit Sub.15)
Carport (Unit Sub.16)
Carport (Unit Sub.17)
Carport (Unit Sub3)
Carport (Unit Sub4)
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Carport (Unit Sub10)
Carport (Unit Sub12)
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Carport (Unit Sub9)
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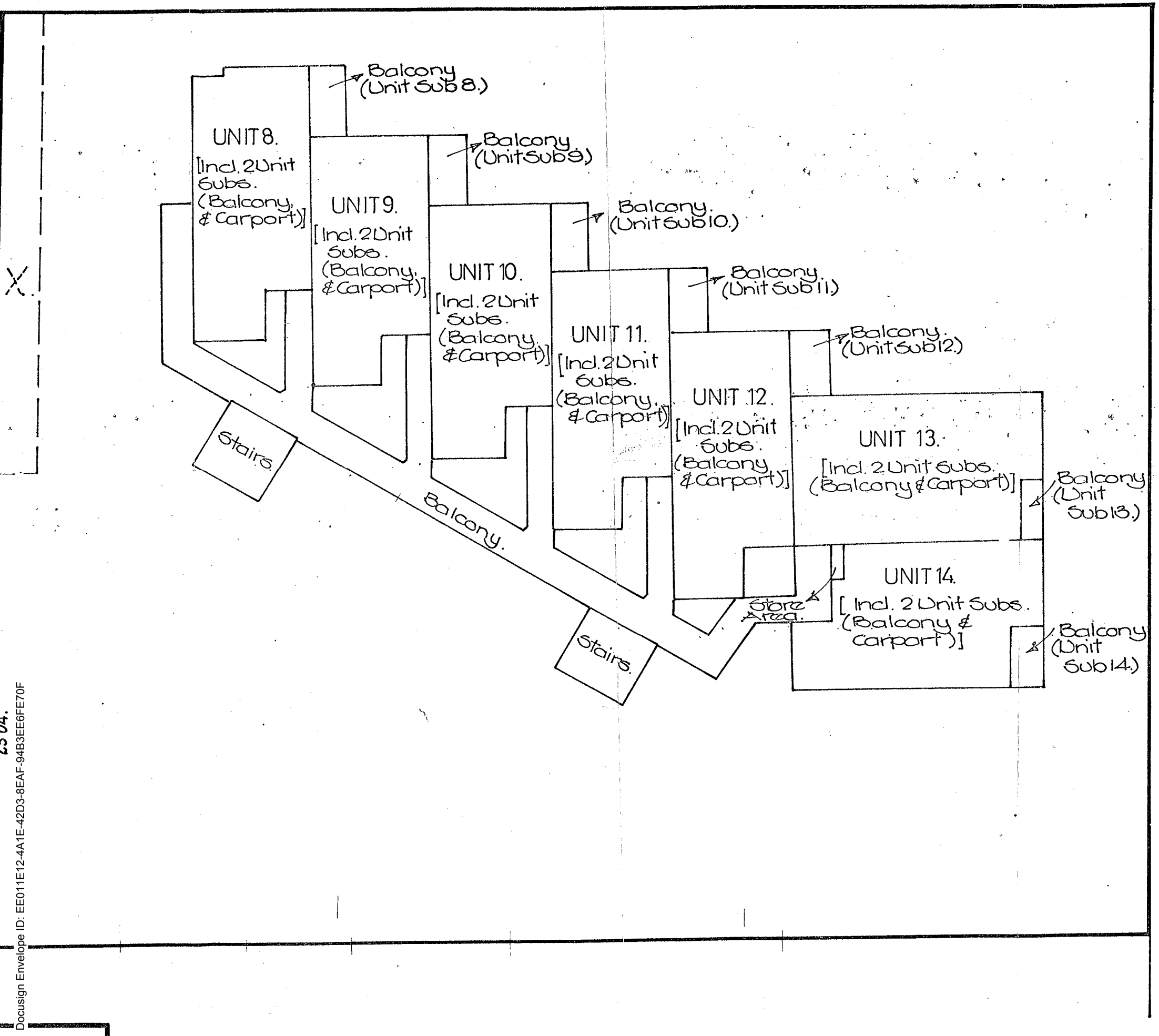
ALEXANDER & Co. P/L.
AN PLANNING CONSULTANTS
KLIN ST., ADELAIDE 5000
PHONE 51 2786

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HALIFAX STREET.

TERRACE

EAST



2×74 Metres Balcony

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FIRST FLOOR PLAN

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SP 4240

ACCEPTED FOR DEPOSI

I Hales

Pro Registrar

29/10/

Reference Map No.

COUNCIL CITY OF ADELA

THIS IS SHEET 3 OF 5 S

& Co P/L.

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HALIFAX STREET

TERRACE

EAST

UNIT15
[Incl. 2 Unit Subs. (Balcony & Carport)]

UNIT 16.
[Incl. 2 Unit Subs. (Balcony & Carport)]

UNIT 17.
[Incl. 2 Unit Subs. (Balcony & Carport)]

UNIT 18.
[Incl. 2 Unit Subs. (Balcony & Carport)]

UNIT 19.
[Incl. 2 Unit Subs. (Balcony & Carport)]

UNIT 20
[Incl. 3 Unit Subs. (2 Balconies & Carport)]

Balcony (Unit Sub 15)

Balcony (Unit Sub 16.)

Balcony. (Unit Sub 17.)

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Stairs.

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TODD, ALEXANDER & Co. P/L.
SURVEYING AND PLANNING CONSULTANTS

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Articles of Strata Corporation No. 4240 Incorporated

1 (1) A unit holder must—

(a) maintain the unit in good repair;

(b) carry out any work ordered by a council or other public authority in respect of the unit.

(2) The occupier of a unit must keep it in a clean and tidy condition.

2 A person bound by these articles—

(a) must not obstruct the lawful use of the common property by any person; and

(b) must not use the common property in a manner that unreasonably interferes with the use and enjoyment of the common property by the other members of the strata community, their customers, clients or visitors; and

(c) must not make, or allow his or her customers, clients or visitors to make, undue noise in or about any unit or the common property; and

(d) must not interfere, or allow his or her customers, clients or visitors to interfere, with others in the enjoyment of their rights in relation to units or common property.

3 A person bound by these articles must not use the unit, or permit the unit to be used, for any unlawful purpose.

4 Subject to the *Strata Titles Act 1988*, a person bound by these articles must not, without the strata corporation's consent, keep any animal in, or in the vicinity of, a unit.

5 A person bound by these articles—

(a) must not park a motor vehicle in a parking space allocated for others or on a part of the common property on which parking is not authorised by the strata corporation; and

(b) must take reasonable steps to ensure that his or her customers, clients or visitors do not park in parking spaces allocated for others or on parts of the common property on which parking is not authorised by the strata corporation.

6 A person bound by these articles must not, without the consent of the strata corporation—

(a) damage or interfere with any lawn, garden, tree, shrub, plant or flower on the common property; or

(b) use any portion of the common property for his or her own purposes as a garden.

7 A person bound by these articles must not—

(a) bring objects or materials onto the site of a kind that are likely to cause justified offence to the other members of the strata community; or

(b) allow refuse to accumulate so as to cause justified offence to others.

8 A person bound by these articles must not, without the consent of the strata corporation, display any sign, advertisement, placard, banner or any other conspicuous material of a similar nature—

(a) on part of his or her unit so as to be visible from outside the building; or

(b) on any part of the common property.

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9 The occupier of a unit may, without the consent of the strata corporation, paint, cover or in any other way decorate the inside of any building forming part of the unit and may, provided that unreasonable damage is not caused to any common property, fix locks, catches, screens, hooks and other similar items to that building.

10 The occupier of a unit used for residential purposes must not, without the consent of the strata corporation, use or store on the unit or on the common property any explosive or other dangerous substance.

11 A person bound by these articles—

(a) must maintain within the unit, or on a part of the common property set apart for the purpose by the strata corporation, a receptacle for garbage adequately covered; and

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

12 A unit holder must immediately notify the strata corporation of—

(a) any change in the ownership of the unit, or any change in the address of an owner;
(b) any change in the occupancy of the unit.

13 Contravention of or failure to comply with the articles of the Corporation may result in the Strata Corporation imposing a penalty, not exceeding the prescribed amount, applied as per the requirements of the Strata Titles Act 1988 as amended.

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Certificate of Insurance

ABN 29 008 096 277

Eufemia Southon
Strata Corporation 4240 Inc
Whittles Strata Management Pty Ltd
PO Box 309
KENT TOWN SA 5071

Date: 09.01.2026
Invoice No: I4923223

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

Class Residential Strata/Community Corporation

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

Period 31.01.2026 to 31.01.2027

Policy No. HU0006160559

Important Notice

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

Disclaimer

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

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

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

COVERAGE SUMMARY

Strata Corporation 4240 Inc
Residential Strata/Community Corporation

RESIDENTIAL STRATA/COMMUNITY CORPORATION

INSURED:
Strata Corporation No 4240

SITUATION:
233 East Terrace, Adelaide SA 5000

INTEREST INSURED:

Building Sum Insured	**$**	**7,000,000**
Common Contents Sum Insured	**$**	**70,000**
Loss of Rent/Temporary Accommodation	**$**	**1,050,000**
Catastrophe/Emergency Cover		**Not Insured**
Flood		**Insured**
Storm Surge		Not Insured
Glass		Insured
Theft		Insured
Public Liability	$	30,000,000
Voluntary Workers		Insured
Weekly Benefit	$	3,000
Capital Benefit	$	300,000
Fidelity	$	250,000
Office Bearers Liability	$	5,000,000
Machinery Breakdown		Not Insured
Government Audit Costs	$	25,000
Appeal expenses - common property health and safety breaches	$	100,000
Legal Defence Expenses	$	50,000
Lot owners fixtures and fixings	$	250,000
Floating floors		Insured
Loss of Market Value		Not Insured
Workers Compensation (ACT, WA & TAS ONLY)		Not Insured

EXCESS:

Standard Excess	$1,000

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176 Fullarton Road
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S.A. 5065

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

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

Other excesses payable are shown in the Policy Wording

ADDITIONAL POLICY BENEFITS AND CONDITIONS:

Excesses – Explanatory notes

Whenever an Excess Number and amount is shown in the Schedule, You have to pay or contribute the stated amount for each loss arising out of or consequent upon that numbered Event.

Water Damage Excess

The following Excess will apply to Policy 1 Insured Property for loss or damage caused by:

a. Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or pipes
b. Rainwater

The additional Excess payable will be shown on Your Policy Schedule.

MAJOR EXCLUSIONS :Terrorism
Others As Per Policy

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

UNDERWRITING INFORMATION:

Year Built	1975
Primary Wall Construction	Brick
Secondary Wall Construction	Not Applicable
Roof Construction	Tile
Floor Construction	Concrete

Aluminium Composite Panels	No

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

Heritage Listed	No

Fire Protection

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

Sprinkler systems in the complex basement/carpark?	No
Sprinkler systems in the complex units?	No
Fire hose reels located throughout the complex?	No
Number of Units	20
Number of Levels	3
Number of Basements	0
Number of Lifts	0
Number of Pools/Spas	0
Number of Gyms	0
Number of Playgrounds	0
Number of Water Features	0
Number of Jetties/Wharfs	0
Number of Separate Buildings	1
% of EPS	0 %
% Commercial Tenants	NO %

Additional Construction Comments:

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CHU

Residential Strata Insurance Plan

Product Disclosure Statement and Policy



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Date of Preparation: 25 July 2025

Date of Effective: 31 July 2025

QM562-0725

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Product Disclosure Statement (PDS)

This PDS was prepared on the 25 July 2025.

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.

The information in this PDS is current at the preparation date however it may change over time.

When we make a change that is materially adverse, either a Supplementary Product Disclosure Statement (SPDS) or a new PDS will be provided at renewal.

If we make a change to information in the PDS that is not materially adverse, we may not notify you of the change and may not immediately update the PDS. However, you can contact us for a copy of the change at no charge by us.

About QBE

The Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 (QBE) 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.

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 impact investments that aim to make positive environmental or social change, alongside a financial return. It's just another way We help in enabling a more resilient future.

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.

The cost of this Policy

Premium is what You pay Us for this Policy and it's made up of the amount We've calculated for the risk and any taxes and government charges.

When calculating Your Premium We take a number of factors into account, including:

- where the Insured Property is located;
- the Sum Insured;
- the Insured Property's characteristics including any defects or maintenance issues;

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- the options that You have selected, where available and We have agreed to them;
- Your previous insurance and claims history; and
- any business activities of any Lots/Units used for commercial purposes (not including office work by employees working from home).

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.

Information relating to Premium calculation

The list of factors in 'The cost of this Policy' is not exhaustive. We may take other factors into account and add or remove factors. The importance We place on the factors We use to calculate the Premium and how the factors combine, all affect calculation of the Premium. Some factors will not affect all components of the Premium and not all components of the Premium may be subject to discounts in the same way or at all.

How the factors combine to calculate Premium may also be impacted according to Your circumstances and other underwriting considerations. The Premium determined by a combination of the factors may be adjusted up or down to reflect Your circumstances and underwriting considerations including the risk being insured and the value of any claims. An adjustment like this may increase or decrease the Premium from the combination of factors and may limit discounts.

Minimum Premium and Your previous year's Premium are commercial factors that may limit Premium increases and decreases from the combination of the factors and any discounts. A minimum Premium is the least amount of Premium We will accept for the insurance and factors and any discounts will not reduce the Premium below minimum Premium. Your previous year's Premium is taken into account on renewal and may limit Premium increases and decreases from the combination of the factors and limit discounts.

The Premium We calculate according to the factors, Your circumstances and other commercial factors, including taxes and government charges, will be shown on Your Schedule.

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

Section 5 – Office Bearers' Legal Liability and Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses of this Policy provide cover on a claims made and notified basis. This means that these Sections only cover claims first made against You during the period this Policy is in force and notified to the Insurer as soon as reasonably 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

QBE's Privacy Policy

We take the security of Your personal information seriously.

We will collect personal information when You deal with Us, or sometimes through Our agents, other companies in the QBE group or suppliers acting on Our behalf.

We will only ever collect the personal information We need in order to provide Our services to You, such as issuing and administering our products and services and processing claims. We will obtain consent before collecting sensitive information, such as health information, unless We are required or permitted by law to collect it without consent. Sometimes We may store and disclose Your personal information overseas. When We do this, We ensure Your information is retained in accordance with the Australian Privacy Act 1988 and local privacy laws.

Our Privacy Policy describes in more 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

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If You would like to access or correct Your personal information, please contact Us at customercare@qbe.com or on 1300 650 503.

CHU's 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.

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 Sections 1 to 6) which in addition to the standard cover provided to You under the relevant Sections may, depending on Your circumstances and selections, also consist of standard benefits, additional benefits, special benefits or optional extensions applicable to Your cover;
  - what Excesses You may have to pay;
  - when You are not insured (see General Exclusions and other exclusions under Sections 1 to 6);
  - 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 Section is provided only if specified as applicable in the Schedule.

Section 1 – Insured Property

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

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

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

Section 1 – Insured Property – standard extension – Lot Owners' Fixtures and Improvements

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

Section 2 – Liability to Others

We will indemnify You up to the Limit of Liability shown in the Schedule for Section 2 if You become legally responsible to pay compensation for Personal Injury or

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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 Section.

Section 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 Section 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.

Section 4 – Fidelity Guarantee

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

Section 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 Section 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.

Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses

We insure You on a Claims made basis for Parts A, B and C of Section 6 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.

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.

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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 will 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.

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:

Underwriting Agency Fee

An Underwriting Agency fee is payable by You for each Policy issued or renewed to cover CHU's administration cost of preparing and distributing the Policy. Any Underwriting Agency 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 Underwriting Agency fee please refer to the CHU Financial Services Guide or contact CHU directly.

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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 writing or by email or 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.

You can also cancel Your Policy outside the cooling off period, see 'Cancellation'.

Cancellation

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

Further details about cancellation are shown in the General Conditions.

General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (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 insurancecouncil.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

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Misuse of Our Products and Family Violence

We do not condone the misuse of Our products for the purpose of financial abuse or disadvantage, including through family and domestic violence. We are here to provide support to Our customers who may be impacted. Further details about Our Family and Domestic Violence Customer Support Policy are available at qbe.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 are unable to resolve Your complaint to Your satisfaction within a reasonable time, or if You are 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

If You're not satisfied with Our response, You can contact the Office of the Australian Information Commissioner (OAIC):

Phone:	1300 363 992
Email:	enquiries@oaic.gov.au
Post:	GPO Box 5288, Sydney NSW 2001

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

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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

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.

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 have 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 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 are 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.

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Electronic Data

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

Endorsement

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

Erosion

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

Event, Events

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

Excess

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

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

Floating Floors

means laminated, veneered or similar type flooring not fastened to the sub-floor but held in position by its own weight with or without skirting at perimeter walls.

Flood

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

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

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

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

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

e. a reservoir;

f. a canal;

g. a dam.

Fusion

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

Indemnity Value

means the cost to rebuild, replace or repair property to a condition which is equivalent to or substantially the same as but not better nor more extensive than its condition at the time of loss taking into consideration age, condition and remaining useful life. We will take reasonable steps in determining the Indemnity Value and will provide You with details of Our calculation if requested by You.

Insured Property

a. Building:

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

i. outbuildings;

ii. fixtures and structural improvements (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;

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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 Section 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 Section 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 Section 2 – Liability to Others and Section 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;

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.

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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 Section 1 and Section 1 – Insured Property optional extension (Catastrophe Insurance).

Sum Insured
means the amount shown in the Schedule as the Sum Insured corresponding to the cover selected for:

- Section 1 – Insured Property,
- Section 1 – Insured Property standard extension (Lot Owners' Fixtures and Improvements):
- Section 1 – Insured Property optional extension (Catastrophe Insurance);
- Section 1 – Insured Property optional extension (Machinery Breakdown);
- Section 3 – Voluntary Workers;
- Section 4 – Fidelity Guarantee;

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- Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses.

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.

Tsunami

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

Vandalism or malicious act

An act done with the intention of causing Damage or harm, or with reckless disregard for the damaging or harmful consequences.

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 Section 1 – Insured Property, Section 1 – Insured Property optional extension (Catastrophe Insurance), and Section 1 – Insured Property standard extension (Lot Owners' Fixtures and Improvements):

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 Section 1 – Insured Property;

iii. Lot Owners in respect of Special Benefits 1, 2 and 4 of Section 1 – Insured Property optional extension (Catastrophe Insurance).

b. in respect of Section 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 Section 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 Section 1 – Insured Property optional extension (Machinery Breakdown, Section 4 – Fidelity Guarantee and Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses:

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

d. in respect of Section 5 – Office Bearers' Legal Liability:

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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.

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General Conditions

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

If any of the General Conditions or specific conditions applicable to each Section 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 Section 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 Section 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 are paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional Premium;

  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 Underwriting Agency 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

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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.

For earthquake or seismological disturbance, where loss or Damage occurs during any one period of 72 consecutive hours, the Excess is $1,000, or the Excess amount shown in the 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 Section 5 – Office Bearers' Legal Liability;

d. to Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses;

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

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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.

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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 Section 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.

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.

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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 Section 6 – 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 Section 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

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.

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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).

11. Preventing Our right of recovery

If You have 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 have been prejudiced by this act, We won't cover You for that loss, damage or liability.

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Section 1 – Insured Property

What We insure

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

Additional Benefits

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

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 Section 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 Section 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 Section 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 Section 1; or

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

We will pay:

- under Clause 1.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

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- under Clause 1.a.ii. from the time of the Event until the time when access to Your Lot/Unit is re-established.

We will not pay under Clause 1.a. Temporary Accommodation:

- if maintenance to the Lot owner's property (that is separate to the Event leading to a claim) is the reason the Lot/Unit cannot be lived in or during the course of any maintenance works;
- If you had no intention of repairing or rebuilding Your Insured Property;
- if the Lot/Unit was not the Lot Owner's principal place of residence at the time of the loss or Damage;
- if the Lot/Unit owner had no intention of living in the Lot/Unit during the repair or rebuild period (had Damage not occurred within the Lot/Unit);
- beyond the period it should reasonably take to repair or reinstate the Lot/Unit to allow the Lot Owner to live in the Lot/Unit again;
- any other costs associated with any business activity being operated within the Lot/Unit.

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 Section 1; or

ii. reasonable access to or occupancy of Your Lot/Unit or Common Area being prevented by Damage from an Event claimable under Section 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 1.b.i. from the time of the Event until the time Your Lot/Unit or Common Area is re-let following completion of rebuilding, repairs or Replacement provided You demonstrate You have taken all reasonable actions to obtain a new Tenant; and
- under Clause 1.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 1.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. Escape of airborne pathogens, murder and suicide

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;
- 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 Section 1 happening to property belonging to or under the control of any such supply authority, provided the failure of services extends for more than 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 Section 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.

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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 Section 1.

We will pay from the time of the Event until the time when access to Your meeting room facilities is 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 Section 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 safekeeping;

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 Section 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 Section 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 Section 1 is limited to the percentage of the Building Sum Insured for Section 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 Section 1; or

b. reasonable access to or occupancy of Your Lot/Unit being prevented by Damage from an Event claimable under Section 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 Section 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 Section 1. We will pay the reward to the person or persons providing 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 $5,000 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 Section 1.

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

We will pay up to $5,000 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 reasonably 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 Section 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 Section 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 firefighting 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.

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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 Section 1.

12. Keys, lock Replacement

We will pay up to $25,000 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 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 Section 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 Section 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 $50,000 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 Section 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 $10,000 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 Section 1.

17. Personal property of others

We will pay up to $10,000 for the Indemnity Value of personal property of others (including employees) which is Damaged by an Event claimable under Section 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 Section 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 Section 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 $100,000 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 Section 1, while anywhere in Australia.

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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 Section 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 Section 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 Section 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 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 Section 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);

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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 Section 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 Section 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.

Additionally, if We accept a claim for Lot Owners' Contents cover, 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 Section 1 will be the cost of Replacement at the time of Replacement subject to the following provisions:

a. the necessary work of rebuilding, replacing or repairing (which may be carried out upon another site or in any manner suitable to Your requirements provided Our liability is not increased), must be commenced and carried out without unreasonable delay;

b. where Your Insured Property or, in respect to an accepted claim for Lot Owners' Contents cover, should the Lot Owners' Fixtures and Fittings in the Lot/Unit contain 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 any alternative existing building or part thereof to replace all or part of the one destroyed.

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

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

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

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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 Section.

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

i. rebuild or replace Your undamaged Insured Property, or, if applicable, Lot Owners' Fixtures and Fittings in the Lot/Unit;

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 Section 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

Special Provisions

In relation to Damage resulting from Vandalism or malicious act, an excess will be applied to each Event that caused the Damage.

Earthquake Excess

For earthquake or seismological disturbance, where loss or Damage occurs during any one period of 72 consecutive hours, the Excess is $1,000, or the Excess amount shown in the Section Schedule, whichever is greater.

Standard extension to Section 1

Lot Owners' Fixtures and Improvements

If the Sum Insured under Section 1 – Insured Property has been expended, We insure You up to the Sum Insured shown in the Schedule for Damage to Lot Owners' Fixtures and Improvements. The Event must be claimable under Section 1 and must occur during the Period of Insurance.

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This standard extension (Lot Owners' Fixtures and Improvements) is subject to the same terms, conditions and exclusions as Section 1 – Insured Property as they may be expressly varied herein.

Claims – how We will settle Your claim

If Lot Owners' Fixtures and Improvements are Damaged, and Your claim is accepted, We will either replace, repair or pay the amount it would cost to replace or repair.

The amount We pay under this standard extension will be the cost of Replacement at the time of Replacement subject to the following provisions:

a. the necessary work of replacing or repairing must be commenced and carried out without unreasonable delay;

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

c. where materials used in the original construction are not readily available, We will use the nearest equivalent available;

d. when We wish to replace or repair and You do not want this to occur, We will only pay Indemnity Value.

We will not pay for the cost to:

i. replace undamaged Lot Owners' Fixtures and Improvements;

ii. replace or repair illegal installations.

Definition

The word listed below has been given a specific meaning and applies to this automatic extension 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.

Optional extensions to Section 1

The following policy extensions are optional and if selected by the Insured are subject to additional Premium. If selected, the Sum Insured for each Section will be shown on the Schedule.

1. 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 this optional extension (Catastrophe Insurance), 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. due to another 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 Section 1 – Insured Property.

Special Benefits

Special Benefits are included in addition to the Sum Insured for this optional extension (Catastrophe Insurance).

The total amount We will pay under Special Benefits 1 to 4 arising out of any Event claimable under this optional extension is limited to the percentages shown hereunder of the Sum Insured for this optional extension 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 Section 1 – Insured Property.

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

b. Rent

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

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

We will pay from the time indemnity provided under Special Benefit 1.b. of Section 1 – Insured Property is expended until the time Your Lot/Unit or Common Area is re-let 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 Section 1 – Insured Property.

We will pay from the time Temporary Accommodation is obtained until the time You reoccupy Your Lot/Unit following completion of rebuilding, repairs or replacement.

3. Removal, storage

We will pay for the costs You necessarily incur in:

a. removing any undamaged portion of Your Insured Property to the nearest place of safekeeping;

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 Section 1 – Insured Property.

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

4. Cost of Evacuation

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

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

ii. the Sum Insured in force under Section 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 this Catastrophe Insurance Optional Extension 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 this Catastrophe Insurance Optional Extension 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;

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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 this Catastrophe Insurance Optional Extension may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be binding.

Conditions

This Catastrophe Insurance Optional Extension is subject to the same terms, conditions and exclusions as Section 1 – Insured Property and except as they may be expressly varied herein.

Definitions

The words listed below have been given a specific meaning and apply to this Catastrophe Insurance Optional Extension 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.

2. Machinery Breakdown

What We insure

If selected and shown in the Schedule, We will insure You up to the Sum Insured shown in the Schedule against Insured Damage provided that the Insured Item is within Your Situation and was operating as intended 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 this optional extension 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 this optional extension.

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 this optional extension 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

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Schedule as applying to this optional extension, 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.

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.

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Definitions

The words listed below have been given a specific meaning and these specific meanings apply to Section 1 – Insured Property optional extension (Catastrophe Insurance) 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 Section 1 – Insured Property; or

b. which is not claimable under Section 1 – Optional Benefit – 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.

3. Lot Owners' Contents cover

If:

a. Lot Owners' Contents cover is selected and shown in the Schedule;

b. We accept a claim for Damage to Your Insured Property under Section 1;

c. the Sum Insured under Section 1 is not otherwise expended in respect to the one Event; and

d. Damage to Lot Owners' Fixtures and Fittings results from the same Event in connection with Rainwater, Storm or Escape of Liquid that caused the Damage to Your Insured Property,

We will insure You for the Damage to:

Lot Owners' Fixtures and Fittings within the Lot/Unit to repair, or replace as a consequence of Damage to your Insured Property, up to the maximum amount per Lot/Unit shown on the Schedule.

We will not pay for:

a. Damage to Lot Owners' Fixtures and Fittings

i. where Your Lot/Unit is not used entirely or primarily for residential purposes;

ii. caused by or arising directly or indirectly from Flood, Action of the Sea or any other Event not specified;

b. any cover otherwise provided under Special Benefit 1 to Section 1 that directly relates to Lot Owners' Contents cover.

Definitions

The words listed below have been given a specific meaning and apply to **Lot Owners' Contents** when they begin with a capital letter.

Escape of Liquid means the escape of water or liquid caused by the bursting, leaking, or discharging of pipes that form part of the Common Area.

Lot Owners' Fixtures and Fittings means:

- any fixture or fitting which is permanently attached or fixed to the Lot/Unit, including but not limited to:
  - home appliances such as dishwashers, washing machines and dryers;
  - curtains or blinds, carpets, carpet underlay;
  - light fittings, ceiling fans or airconditioning units;
  - paint, wallpaper and temporary wall, floor and ceiling coverings.

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Section 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 Section 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 Section 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 Section 2.

For the avoidance of doubt, We agree to insure You up to the Limit of Liability specified in the Schedule for Section 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.

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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 Section 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 Section 2;
   b. damage to property belonging to any person who is deemed a worker or employee within the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated;
   c. injury to or death of animals on Your Common Area;
   d. Personal Injury or Property Damage caused by animals on Your Common Area other than guard or watch dogs You employ for security purposes.
4. arising out of the rendering or failure to render professional advice by You or any error or omission connected therewith. This exclusion does not apply to the rendering or failure to render professional medical advice by a legally qualified medical practitioner, legally qualified registered nurse, dentist or first aid attendant You use to provide first aid services at Your Situation.
5. arising out of the publication or utterance of a defamation, libel or slander:
   a. made prior to the commencement of Section 2;
   b. made by You or at Your direction when You knew it to be false.
6. arising out of the ownership, possession or use by You of any Vehicle, Watercraft, hovercraft, aircraft or aircraft landing areas other than as provided under the operative items of Section 2.
7. arising out of or in connection with the ownership of marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) if such facilities are used for commercial purposes or provide fuel distribution facilities, unless We otherwise agree in writing.
8. arising out of construction, erection, demolition, alterations or additions to Your Insured Property where the cost of such work exceeds $500,000, unless You advise Us and obtain Our written consent, 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.

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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.

15. to the extent the Damage to the Lot Owners' Fixtures and Fittings within the Lot/Unit is covered under Optional Benefit – Lot Owners' Contents cover in Section 1.

Definitions

The words listed below have been given a specific meaning and apply to Section 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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Section 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	$300,000
2.	Total and irrecoverable loss of all sight in both eyes	$300,000
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	$300,000
4.	Total and permanent loss of the use of one hand or of the use of one foot	$150,000
5.	Total and irrecoverable loss of all sight in one eye	$150,000
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

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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;

which are 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;

g. 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);

h. for more than one of insured events 6.a. and 6.b. in respect of the same period of time;

i. 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 Section 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 Section 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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Section 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 Section 4;
4. any claims arising out of losses discovered more than 12 months after the expiry of Section 4, or any renewal thereof.

Definitions

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

This Section 5 – Office Bearers' Legal Liability is issued on a Claims made and notified basis. This means Section 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 Clauses a. and b. of this insuring clause are not, other than as provided under Special Benefit 2 – Continuous cover of Section 5 – Office Bearers' Legal Liability, the subject of this insurance or any indemnity.

The amount payable in respect of all Claims under Section 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 Section 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 Section 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 Section 5 or under an earlier Office Bearers' Legal Liability Insurance Section issued by Us, We will accept the notification of such Claim, fact or circumstance under Section 5, provided always that:

a. We have continuously been the Insurer providing cover for an Office Bearers' Legal Liability between the date when such notification should have been given and the date when such notification was in fact given; and

b. the terms and conditions applicable to this Special Benefit 2 – Continuous cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Section 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 Section 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 Section 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 Section 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 Section 5 inception, or a reasonable

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person in the circumstances could be expected to know, to be circumstances which may give rise to a Claim against You;

2. any dishonest or fraudulent act, criminal act or malicious act or omission of Yours or of any person at any time employed by You, but this exclusion will not apply to the costs incurred by You in successfully defending any Claim or suit made against You;
3. Claims for death, bodily injury, sickness, disease (including communicable disease), or damage to property. However, this exclusion will not apply to loss or damage to Documents which are Your property, or entrusted to You, or costs and expenses incurred by You in replacing or restoring such Documents;
4. Claims resulting from Your intentional decision not to effect and maintain insurances as required by the Strata Legislation applying where Your Insured Property is situated;
5. Claims arising out of a publication or utterance of a libel or slander or other defamatory or disparaging material;
6. fines, penalties, punitive or exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;
7. You gaining or having gained any personal profit or advantage to which You were not legally entitled or for which You may be held accountable to the Body Corporate or any individual Member thereof;
8. monies or gratuity given to You without authorisation by the Body Corporate where such authorisation is necessary pursuant to the Articles of the Body Corporate or prescribed law;
9. a conflict of duty or interest of Yours;
10. any intentional exercise of the powers of You for a purpose other than the purpose for which such powers were conferred by the Articles of the Body Corporate;
11. any Wrongful Act made or threatened or in any way intimated on or before the inception date specified in the Schedule, except as otherwise provided in Special Benefit 2 – Continuous cover of Section 5;
12. Claims first notified to Us after the expiry of Section 5, except as otherwise provided in Insuring Clause b. of Section 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.

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Definitions

The words listed below have been given a specific meaning and apply to Section 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, judgments, 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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Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses

This Section 6 is issued on a Claims made and notified basis. This means Parts A, B and C of Section 6 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 Section 6 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. if 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 Section 6; 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 Section, 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.

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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.

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 Section 6 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 Section 6 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.

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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 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 Section 2 – Liability to Others and Section 5 – Office Bearers' Legal Liability or would have been provided if Section 2 – Liability to Others and Section 5 – Office Bearers' Legal Liability were operative;

d. arising from circumstances that You knew of prior to the inception of this Section, 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 Section, 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 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 reasonably 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 cooperate 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 reasonably 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.

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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 Section.

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 Section 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 Section 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 reasonably practicable 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 Section. 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

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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 Section 6 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.

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 Section.

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 Auditor's 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

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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 inquiry 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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LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

SERIES NO	PREFIX

AGENT CODE

LODGED BY: DW Fox Tucker DWFT

CORRECTION TO: DW Fox Tucker DWFT

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT (COPIES ONLY)

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CORRECTION	PASSED
REGISTERED 21 SEP 2018 REGISTRAR-GENERAL	

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CERTIFICATE RELATING TO THE AMENDMENT OF THE ARTICLES OF A STRATA CORPORATION

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

Strata Corporation No. 4240 Incorporated

I, KEVIN ROY SIMMS of Unit 12, 233 East Terrace, Adelaide SA 5000, being an officer of Strata Corporation No. 4240 Incorporated, certify that the attached resolution is a true and correct copy of a special resolution amending the articles of the corporation passed at a duly convened meeting of the corporation held on the 16th day of May 2018.

Dated the 29th day of August 2018

.....

KEVIN ROY SIMMS

Presiding Officer

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MINUTES
of the Extraordinary General Meeting

of

Strata Corporation 4240 Inc.
233 EAST TERRACE, ADELAIDE

held

at Whittles Strata & Community Corporation Managers
176 Fullarton Road
Dulwich SA 5065

on Wednesday, 16 May 2018 at 10:00 AM

This is a copy of the resolution of Strata Corporation No. 4240 Inc. referred to in the attached Certificate.

KEVIN ROY SIMMS - Presiding Officer

PRESENT

In Person
Unit 6 Mr T J Polkinghorne

By Proxy
Unit 4 Mrs M E Inglis represented by proxy to Whittles
Unit 5 D R & D I & B J & M A Larkin represented by proxy to Whittles
Unit 8 Mr W S Deegan represented by proxy to Whittles
Unit 9 P & J Herraman ATF The P & J Herraman Family Trust represented by proxy to Whittles
Unit 10 Mr J B & Mrs R M Lucas represented by proxy to Whittles
Unit 11 Mr A Pontifex represented by proxy to Whittles
Unit 12 Mr K R Simms represented by proxy to Whittles
Unit 13 Mrs P Riordan represented by proxy to Whittles
Unit 16 Mr J A McDonald & CH O'Connell ATF East 16 Trust represented by proxy to Whittles
Unit 18 Mr J A Mcdonald & FM Howat ATF East 18 Trust represented by proxy to Whittles
Unit 20 Mr & Mrs D & B & M Larkin represented by proxy to Whittles

In Attendance
Garry Curtis representing Whittles Body Corporate Management Pty Ltd

PROCEEDINGS

PRESIDING OFFICER
Mr T Polkinghorne, presided over the meeting.

The Corporation Manager was requested to assist by conducting the meeting.

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QUORUM

The Corporation Manager declared that a quorum was in attendance by presence or proxy, with 12 of the 20 Units being represented.

Declaration of Interest

All owners or their nominees, were 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 Body Corporate's Management Agreement for disclosure of all its relevant interests.

NOTICE OF MOTION / PURPOSE OF MEETING

1. Purpose of Meeting

On the 28th October 2013 the Strata Titles Act was amended and allowed for Strata Corporations to impose penalties for breaches of its Articles. However it also required that the Articles be amended at a general meeting to allow this. Below is the corresponding motion and amendment to be submitted to the Lands Titles Office for registration.

2. Articles Amendment

That Strata Corporation 4240 Inc. agreed to amended its Articles by adding Article number 13 to those currently set out in Schedule 3 of the Strata Titles Act 1988 as amended and to submit this via a conveyancer for registering with the Lands Titles Office, and further that the new Article 13 shall read,

"13. Contravention of or failure to comply with the Articles of the Corporation may result in the Strata Corporation imposing a penalty, not exceeding the prescribed amount, applied as per the requirements of the Strata Titles Act 1988 as amended."

MOTION CARRIED

NEXT MEETING

It was agreed that the next meeting would be held on a date to be determined.

CLOSURE

The meeting closed at 10.30a.m.

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Articles of Strata Corporation No. 4240 Incorporated

1 (1) A unit holder must—

(a) maintain the unit in good repair;

(b) carry out any work ordered by a council or other public authority in respect of the unit.

(2) The occupier of a unit must keep it in a clean and tidy condition.

2 A person bound by these articles—

(a) must not obstruct the lawful use of the common property by any person; and

(b) must not use the common property in a manner that unreasonably interferes with the use and enjoyment of the common property by the other members of the strata community, their customers, clients or visitors; and

(c) must not make, or allow his or her customers, clients or visitors to make, undue noise in or about any unit or the common property; and

(d) must not interfere, or allow his or her customers, clients or visitors to interfere, with others in the enjoyment of their rights in relation to units or common property.

3 A person bound by these articles must not use the unit, or permit the unit to be used, for any unlawful purpose.

4 Subject to the *Strata Titles Act 1988*, a person bound by these articles must not, without the strata corporation's consent, keep any animal in, or in the vicinity of, a unit.

5 A person bound by these articles—

(a) must not park a motor vehicle in a parking space allocated for others or on a part of the common property on which parking is not authorised by the strata corporation; and

(b) must take reasonable steps to ensure that his or her customers, clients or visitors do not park in parking spaces allocated for others or on parts of the common property on which parking is not authorised by the strata corporation.

6 A person bound by these articles must not, without the consent of the strata corporation—

(a) damage or interfere with any lawn, garden, tree, shrub, plant or flower on the common property; or

(b) use any portion of the common property for his or her own purposes as a garden.

7 A person bound by these articles must not—

(a) bring objects or materials onto the site of a kind that are likely to cause justified offence to the other members of the strata community; or

(b) allow refuse to accumulate so as to cause justified offence to others.

8 A person bound by these articles must not, without the consent of the strata corporation, display any sign, advertisement, placard, banner or any other conspicuous material of a similar nature—

(a) on part of his or her unit so as to be visible from outside the building; or

(b) on any part of the common property.

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9 The occupier of a unit may, without the consent of the strata corporation, paint, cover or in any other way decorate the inside of any building forming part of the unit and may, provided that unreasonable damage is not caused to any common property, fix locks, catches, screens, hooks and other similar items to that building.

10 The occupier of a unit used for residential purposes must not, without the consent of the strata corporation, use or store on the unit or on the common property any explosive or other dangerous substance.

11 A person bound by these articles—

(a) must maintain within the unit, or on a part of the common property set apart for the purpose by the strata corporation, a receptacle for garbage adequately covered; and

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

12 A unit holder must immediately notify the strata corporation of—

(a) any change in the ownership of the unit, or any change in the address of an owner;
(b) any change in the occupancy of the unit.

13 Contravention of or failure to comply with the Articles of the Corporation may result in the Strata Corporation imposing a penalty, not exceeding the prescribed amount, applied as per the requirements of the Strata Titles Act 1988 as amended.