

REAL PROPERTY ACT, 1886



South Australia

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



Certificate of Title - Volume 6017 Folio 367

Parent Title(s) CT 5315/637
Creating Dealing(s) ACT 11003874
Title Issued 01/09/2008 **Edition** 3 **Edition Issued** 30/07/2010

Estate Type

FEE SIMPLE

Registered Proprietor

DENNIS KEITH GNIEL
MERRALYN DIANNE CONLIN
OF 12 RAILWAY TERRACE SOUTH PINNAROO SA 5304
AS JOINT TENANTS

Description of Land

LOT 15 PRIMARY COMMUNITY PLAN 24850
IN THE AREA NAMED MITCHELL PARK
HUNDRED OF ADELAIDE

Easements

NIL

Schedule of Dealings

Dealing Number	Description
11426748	MORTGAGE TO BENDIGO & ADELAIDE BANK LTD.

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
23/07/2008	11003875	BY-LAWS	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

LOCAL GOVERNMENT INQUIRY CERTIFICATE

Section 7 of Land and Business (Sale and Conveyancing) Regulations



Certificate No: **106587**

Date: **Thursday, 06 February 2025**

Receipt No:

Reference No:

Fax No:

PO Box 21, Oaklands Park
South Australia 5046

245 Sturt Road, Sturt
South Australia 5047

T (08) 8375 6600

F (08) 8375 6699

E council@marion.sa.gov.au

Searchlight Technology
PO Box 232
RUNDLE MALL SA 5000

CERTIFICATE

Section 187 of the Local Government Act

Assessment Number: **513036**

Valuer General No.: **1005370304**

Property Description: **Lot: 15 CP: 24850 CT: 6017/367**

Property Address: **1B Thorne Crescent MITCHELL PARK 5043**

Owner: **Mr D K Gniel & Ms M D Conlin**

Additional Information:

I certify in terms of Section 187 of the Local Government Act the following rates and charges are outstanding as at the date of this certificate:

Rates/Natural Resources Levy:	Total
Rates for the current year (includes Regional Landscape Levy)	\$ 1,680.05
Overdue/Arrears	\$ 0.00
Interest	\$ 0.00
Adjustments	\$ 0.00
Legal Fees	\$ 0.00
Less Payments Received	-\$ 840.05
Less Capping Rebate (if applicable)	\$ 0.00
Less Council Rebate	\$ 0.00
Debtor: Monies outstanding (which are a charge on the land) in addition to Rates due	\$ 0.00
Total Outstanding	\$ 840.00

Please be advised: The first instalment is due **2st September 2024** with four quarterly instalments falling due on 02/09/2024, 02/12/2024, 03/03/2025 and 02/06/2025. Fines will be added to any current amount not paid by the due date (at the rate prescribed in the Local Government Act 1999).

Please phone the Rates Dept on 8375 6600 prior to settlement to ascertain the exact balance of rates payable including fines if applicable.

BPAY Details for Council Rates:

Bill Code: **9613**

Reference Number: Assessment Number as above

CERTIFICATE

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

Searchlight Technology

PO Box 232

RUNDLE MALL SA 5000

Assessment No: **513036**

Certificate of Title: **Lot: 15 CP: 24850 CT: 6017/367**

Property Address: **1B Thorne Crescent MITCHELL PARK 5043**

Owner: **Mr D K Gniel & Ms M D Conlin**

Prescribed information statement in accordance with Section 7 of the Land and Business (Sale and Conveyancing) Act 1994:

<i>Development Act 1993 (repealed)</i>	
section 42– Condition (that continues to apply) of a development authorisation?	100/2008/215
section 50(1)—Requirement to vest land in a council or the Crown to be held as open space	Nil
section 50(2)—Agreement to vest land in a council or the Crown to be held as open space	Nil
section 55—Order to remove or perform work	Nil
section 56—Notice to complete development	Nil
section 57—Land management agreement	Nil
section 69—Emergency order	Nil
section 71—Fire safety notice	Nil
section 84—Enforcement notice	Nil
section 85(6), 85(10) or 106—Enforcement order	Nil
Part 11 Division 2—Proceedings	Nil

<i>Planning, Development and Infrastructure Act 2016</i>		
Part 5 – Planning and Design Code	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?	Click the link to check if a Code Amendment applies: Code Amendment Map Viewer
	Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code)	See attached PlanSA Data Extract
	Is there a State heritage place on the land or is the land situated in a State heritage area?	
	Is the land designated as a local heritage place?	
	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?	
section 127—Condition (that continues to apply) of a development authorisation		
section 192 or 193—Land management agreement		
section 141—Order to remove or perform work		Nil
section 142—Notice to complete development		Nil
section 155—Emergency order		Nil
section 157—Fire safety notice		Nil
section 198(1)—Requirement to vest land in a council or the Crown to be held as open space		Nil

section 198(2)—Agreement to vest land in a council or the Crown to be held as open space	Nil
Part 16 Division 1—Proceedings	Nil
section 213—Enforcement notice	Nil
section 214(6), 214(10) or 222—Enforcement order	Nil
<i>Repealed Act conditions</i>	
Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)	Nil
<i>Fire and Emergency Services Act 2005</i>	
section 105F (or section 56 or 83 (repealed)—Notice to take action to prevent outbreak or spread of fire	Nil
<i>Food Act 2001</i>	
section 44—Improvement notice	Nil
section 46—Prohibition order	Nil
<i>Housing Improvement Act 1940 (repealed)</i>	
section 23—Declaration that house is undesirable or unfit for human habitation	Nil
<i>Local Government Act 1934 (repealed)</i>	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
<i>Local Government Act 1999</i>	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
<i>Local Nuisance and Litter Control Act 2016</i>	
section 30—Nuisance or litter abatement notice	Nil
<i>Land Acquisition Act 1969</i>	

section 10—Notice of intention to acquire	Nil
Public and Environmental Health Act 1987 (repealed)	
Part 3—Notice	Nil
<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—Condition (that continues to apply) of an approval</i>	Nil
<i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—Maintenance order (that has not been complied with)</i>	Nil
South Australian Public Health Act 2011	
section 92—Notice	Nil
<i>South Australian Public Health (Wastewater) Regulations 2013 Part 4—Condition (that continues to apply) of an approval</i>	Nil
Particulars of building indemnity insurance	See Attached

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 repealed Development Act 1993 or the Planning, Development and Infrastructure Act 2016)?

No

Description of the nature of the development(s) approved:

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—

- *the approval of development by a council does not necessarily mean that the development has taken place;*
 - *the council will not necessarily be able to provide a complete history of all such development that has taken place at the land.*
-

The information herein is provided pursuant to the Council's obligations under Section 7 of the Land Business (Sales Conveyancing) Act 1994.

Only that information which is required to be provided has been given and that information should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.

I, Kellie Parker, Administration Officer of the City of Marion certify that the information provided in these responses is correct.

Sign: 

Date: Thursday, 06 February 2025



KATNICH DODD

DECISION NOTIFICATION FORM

For Development Application	Dated	Registered On	Development No: 100/215/2008
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To: WEEKS MACKLIN HOMES
 40 BARFIELD CRESCENT
 ELIZABETH WEST SA 5113

LOCATION OF PROPOSED DEVELOPMENT:

House No: 14-16	Lot No: 66	Street: LUTANA CRESCENT	Suburb: MITCHELL PARK
Section No:	Hundred:	Volume:	Folio:

NATURE OF PROPOSED DEVELOPMENT

THREE DWELLINGS AND CARPORTS

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT GRANTED	NUMBER OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
DEVELOPMENT PLAN CONSENT	---	---	---	---
LAND DIVISION	---	---	---	---
LAND DIVISION (STRATA)	---	---	---	---
BUILDING RULES CONSENT	24/2/09	1	---	---
PUBLIC SPACE	N/A	---	---	---
OTHER	N/A	---	---	---
DEVELOPMENT APPROVAL	---	* See notes	---	---

If applicable, the details of the building classification and the approved number of occupants under the Building Code are attached.

If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the periods specified in the Act have expired. Reasons for this decision, any conditions imposed and the reasons for imposing those conditions are set out on the attached sheet.

No work can commence on this development unless a Development Approval has been obtained. If one or more consents have been granted on this Notification Form, you must not start any site works or building work or change the use of land until you have also received notification of a Development Approval.

Signed: Date: 24 February, 2009	<input type="checkbox"/> Development Assessment Commission or Delegate <input type="checkbox"/> Council Chief Executive Officer or Delegate <input checked="" type="checkbox"/> Private Certifier (DJ) <input type="checkbox"/> Sheets Attached:
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CITY OF WAVERLEY
DEVELOPMENT SERVICES

26 FEB 2009

RECEIVED

Quality Endorsed Company
60 927 11 114

- IAN DODD Director
- PETER HARMER Director
- VIC BARONE Director

20 Greenhill Road
 Wayville SA 5034
 Postal PO Box 109
 Goodwood SA 5034

Telephone 08 8273 0888
 Facsimile 08 8273 0800
 admin@katnichdodd.com.au
 www.katnichdodd.com.au



PC38916

DEVELOPMENT ACT, 1993
CONDITIONS OF PROVISIONAL BUILDING RULES CONSENT

BUILDING WORK: THREE DWELLINGS AND CARPORTS
SITE ADDRESS: 66 LUTANA CRESCENT MITCHELL PARK
(TO BE LOTS 14, 15 & 16)
APPLICANT: WEEKS MACKLIN HOMES
OWNER: VISIONSCAPE DEVELOPMENTS PTY LTD
CLASSIFICATION: 1a & 10a
DEVELOPMENT NO: 100/215/2008

CONDITIONS

1. The party walls shall extend to the underside of the roof cladding and all articulation joints, services penetrations, eaves spaces and external wall cavities shall be appropriately packed with fire resistant material.
BCA-P2.3.1

Notes

The certified drawings/ documents will be issued by the Council with the notification of development approval.

This consent is issued on the understanding that the proprietary type materials and products as specified either on the architectural plans or specification are to be selected and installed in accordance with the manufacturers recommendations and relevant standards

The Certificate from Ginos & Associates (Job Nos. 40893, 40894, 40895; Ref Nos.20028-1, 20028-2, 20028-3; Dated 16 January, 2008) certifying that the "Steel Building Systems International" materials and form of construction will comply with the provisions of Building Code of Australia P2.1/Part 3. has been accepted and relied upon pursuant to Regulations 85 & 88.

Set-off dimensions shall be from the allotment boundaries and not necessarily the fence lines.

No portion of the building or structure (including footings and drainage) shall extend over the property boundary (unless agreement has been obtained from the adjoining property owner)

For building work prescribed in regulation 75, the building owner, must, at least 28 days before the building work is commenced cause to be served on the owner of the affected land or premises a notice of intention to perform the building work and the nature of that work, as required by Section 60.

The person proposing to undertake building work on land (or who is in charge of such work) is warned of their obligation to give the Council notice at stages prescribed in Regulation 74.

A person must not occupy a Class 1a building under the Building Code that has been completed in accordance with the development authorisation insofar as it relates to the performance of building work unless it complies with the requirements of Regulation 83A.

Regulation 83AB requires a *Statement of Compliance* for Class 1a buildings to be provided upon completion to the relevant authority by the licensed building work contractor who has carried out the relevant work, or who was in charge of carrying out the relevant work, to which the statement relates all in accordance with the attached pro-forma, which must also be signed by the owner of the relevant land, or by someone acting on his or her behalf.

The location, design and capacity of the stormwater discharge at the property alignment should be approved by council prior to siteworks commencing. The drainage system should be completed by the finish of construction of the building. (Clause 5.5.3 of AS 2870)

The method of stormwater disposal must not result in the entry of water into any building or on to the land of any adjoining owner without their consent.

Any box gutter, rainhead and overflow shall be constructed in accordance with AS/NZS 3500.3.2 – Stormwater drainage. The hydraulic capacity of the overflow device shall be not less than the design flow of the associated gutter outlet.

AS3660.1- 'Termite Management - New Building Work', sets out methods for minimising the risk to new buildings from damage to their structural members by subterranean termites by deterring concealed entry by termites from the soil to the building. A termite barrier system constructed in accordance with this standard can not prevent termite attack, as barriers may be bridged or breached. Where termites bridge barriers the evidence may be detected during inspections which need to be carried out at intervals not exceeding 12 months to reduce the risk of termite damage. A durable notice shall be permanently fixed to the building in a prominent location such as a meter box or the like indicating the method of protection; and the date of installation of the system; and where a chemical barrier is used, its life expectancy as listed on the National Registration Authority label; and the need to maintain and inspect the system on a regular basis. The owner may also wish to seek advice regarding the potential for attack by termites to non-primary structural elements of the building and the precautions available.

Building work adjacent to a property boundary and/or existing structure is proposed and this may compromise the effectiveness of the termite barrier. Documentation on the limitations of the termite barrier installed in this regard should be provided to the building owner.

The footings have not been designed to take into account the effect of existing trees or planted trees located within a distance less than their zone of influence from the building whether they are on or outside of the allotment. If clarification is required, refer to the footing construction report or seek advice from the engineer.

The footings have only been checked for compliance with the minimum allowable requirements prescribed in AS2870. The owner is advised to refer to the footing construction report or seek advice from the engineer in this matter.

The owners attention should be drawn to Appendix B of AS 2870 'Performance Requirements and Foundation Maintenance'

Particular care should be exercised to ensure that the plumbing and perimeter paving is installed in accordance with the requirements of AS 2870 and engineers details.

The articulation or control joints in the masonry walls shall be installed in accordance with the Site Investigation and Footing Construction Report

Wet area details including floor grades, set-downs and water resistant surfaces shall comply with Minister's Specification SA F1.7-2004 & AS3740 Waterproofing of wet areas within residential buildings; including provision of drainage flanges.

All glazing shall be glazed in accordance with AS1288- 2006, including safety glass for full height windows, glazed doors, side panels and windows located over or adjacent to a bath/shower.

The required rainwater tanks to be plumbed into the dwelling in accordance with AS3500 must be provided with an overflow device connected into the stormwater disposal system and mosquito proof, non-degradable screens on the inlet and overflow. Supporting structures must be a proprietary product and / or comply with relevant Australian Standards.

The hot water system/heated water service must be designed and installed in accordance with the Waterworks Act 1932, the Waterworks Regulations 1996 and Directions issued by SA Water Corp. If reticulated gas is available this requires a solar water heater or heat pump water heater that achieves 22 Renewable Energy Certificates (in Zone 3) where more than 3 bedrooms, or 14 Renewable Energy Certificates (in Zone 3) where less than 3 bedrooms, or a gas water heater complying with AS4552 with an energy rating label of 2.5 stars or better

This consent is based on the understanding that there are no brush fences within 3m of the proposed building works.

This report does not imply compliance with the Electricity Act, 1996 as amended or the regulations thereunder (including Regulations prescribed for purposes of Section 86). It is the responsibility of the applicant, owner and the person erecting the building to ensure compliance with same.

Katnich Dodd
Building Surveyors

Peter Harmer
24 February, 2009



Insurance services

YOUR INSURANCE PARTNER



Certificate of Insurance

PC# 38916

Weeks Peacock Quality Homes Pty Ltd
40 Barfield Crescent
ELIZABETH WEST SA 5113
Australia

Builder's Copy
Policy Number: RCW76618405
Date of Issue: 19/01/2009
Broker Payment Reference: ZAD W5677
Builder's Job Number: 140893

**Division III
Part V
Building Work Contractors Act 1995**

CERTIFICATE IN RESPECT OF INSURANCE

Contract of Insurance Complies With:

Building Works Contractors Act
1995

Issued By: Vero Insurance Limited
ABN 48 005 297 807

Building Contract Details

Contract Date: 15/09/2008

Declared Building Contract Value: \$152,349.00

(Refer policy for indemnity limit)

Carried out By: Weeks Peacock Quality Homes
Pty Ltd

Trading As: T/As World Concept Homes SA

ABN: 97 008 087 278

Licence Number: BLD10238

In Favour Of: Visionscape Developments Pty
Ltd

In Respect Of: Single Dwelling

At: Unit 1
Lot Number 14
Lutana Crescent
MITCHELL PARK SA 5043

Permit Authority: City of Marion



Subject to the Act and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in the title to the beneficiary. This certificate is to be read in conjunction with the policy wording.

COI000533807

Generated: 22/01/2009

Signed for and on behalf of the Insurer:

B → D

Insurer: Vero Insurance Limited ABN 48 005 297 807
Vero Warranty is a division of Vero Insurance Limited



Insurance services

YOUR INSURANCE PARTNER



Certificate of Insurance

38916

Weeks Peacock Quality Homes Pty Ltd
40 Barfield Crescent
ELIZABETH WEST SA 5113
Australia

Builder's Copy
Policy Number: RCW76618377
Date of Issue: 19/01/2009
Broker Payment Reference: ZAD W5677
Builder's Job Number: 140894

**Division III
Part V
Building Work Contractors Act 1995**

CERTIFICATE IN RESPECT OF INSURANCE

Contract of Insurance Complies With:

Building Works Contractors Act
1995

Issued By: Vero Insurance Limited
ABN 48 005 297 807

Building Contract Details

Contract Date: 15/09/2008

Declared Building Contract Value: \$155,422.00

(Refer policy for indemnity limit)

Carried out By: Weeks Peacock Quality Homes
Pty Ltd

Trading As: T/As World Concept Homes SA

ABN: 97 008 087 278

Licence Number: BLD10238

In Favour Of: Visionscape Developments Pty
Ltd

In Respect Of: Single Dwelling

At: Unit 2
Lot Number 15
Lutana Crescent
MITCHELL PARK SA 5043

Permit Authority: City of Marion

**CITY OF MARION
DEVELOPMENT SERVICES**

26 FEB 2009

RECEIVED

Subject to the Act and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in the title to the beneficiary. This certificate is to be read in conjunction with the policy wording.

COI000533809

Generated: 22/01/2009

Signed for and on behalf of the Insurer:

B → D

Insurer: Vero Insurance Limited ABN 48 005 297 807
Vero Warranty is a division of Vero Insurance Limited



Insurance services

YOUR INSURANCE PARTNER



Certificate of Insurance

PC # 38916.

Weeks Peacock Quality Homes Pty Ltd
40 Barfield Crescent
ELIZABETH WEST SA 5113
Australia

Builder's Copy
Policy Number: RCW76618350
Date of Issue: 19/01/2009
Broker Payment Reference: ZAD W5677
Builder's Job Number: 140895

**Division III
Part V
Building Work Contractors Act 1995**

CERTIFICATE IN RESPECT OF INSURANCE

Contract of Insurance Complies With:

Building Works Contractors Act
1995

Issued By: Vero Insurance Limited
ABN 48 005 297 807

Building Contract Details

Contract Date: 15/09/2008

Declared Building Contract Value: \$155,292.00
(Refer policy for indemnity limit)

Carried out By: Weeks Peacock Quality Homes
Pty Ltd

Trading As: T/As World Concept Homes SA

ABN: 97 008 087 278

Licence Number: BLD10238

In Favour Of: Visionscape Developments Pty
Ltd

In Respect Of: Single Dwelling

At: Unit 3
Lot Number 16
Lutana Crescent
MITCHELL PARK SA 5043

Permit Authority: City of Marion

Subject to the Act and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in the title to the beneficiary. This certificate is to be read in conjunction with the policy wording.

COI000533811

Generated: 22/01/2009

Signed for and on behalf of the Insurer:

B → D

Insurer: Vero Insurance Limited ABN 48 005 297 807
Vero Warranty is a division of Vero Insurance Limited

DECISION NOTIFICATION FORM

DEVELOPMENT ACT 1993

AMENDED

DEVELOPMENT APPLICATION NUMBER: 100/215/2008
DATED: 24/02/2009
REGISTERED ON: 26/02/2009

TO:	Visionscape Developments Pty Ltd PO Box 6086 Halifax Street Adelaide SA 5000
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LOCATION OF PROPOSED DEVELOPMENT

1A, 1B & 1C Thorne Crescent Mitchell Park
 (Formerly 66 Lutana Crescent, Mitchell
 Lot: 231 DP: 7248 CT: 5315/637

DESCRIPTION OF PROPOSED DEVELOPMENT

Three single storey row dwellings & verandahs

In respect of this proposed development you are informed that:

NATURE OF DECISION	DECISION	DATE OF DECISION	NUMBER OF CONDITIONS
Development Plan Consent	Granted	05/03/2008	10
Building Rules Consent	Granted (by Private Certifier)	24/02/2009	1
DEVELOPMENT APPROVAL	Granted	26/02/2009	11

The building classification under the Building Code is Class 1A.

Conditions imposed on this consent and the reasons for imposing those conditions are set out in the attached sheet(s). Important information that may affect this consent can also be found under 'NOTES' and on the back of this page.

DEVELOPMENT APPLICATION NUMBER: 100/215/2008
APPLICANT: Visionscape Developments Pty Ltd
LOCATION: 1A, 1B & 1C Thorne Crescent Mitchell Park
(Formerly 66 Lutana Crescent, Mitchell)
DESCRIPTION OF DEVELOPMENT: Lot: 231 DP: 7248 CT: 5315/637
DECISION: Development Approval Granted
DATE OF DECISION: 26/02/2009

DEVELOPMENT PLAN CONSENT

GRANTED

Reasons For Decision:

Consent is granted as the proposed development is considered to accord sufficiently with the provisions of the Development Plan.

The following conditions have been imposed to reasonably ensure that the development will not impair the orderly and proper planning of the locality or detrimentally affect the amenity of the locality, having particular regard to the Objectives and Principles of Development Control applicable to such a use in the locality.

Conditions of Consent:

- (1) The development shall proceed in accordance with the plans and details submitted with and forming part of Development Application No.100/215/2008 except when varied by the following conditions of consent.
- (2) Party walls of row dwelling will need to shown on final plans for full development approval.
- (3) The street tree to be removed, shall be at applicant's expense. The applicant/developer should contact Renee Pitcher on 7420 6448 and alternate arrangements for a replacement tree is to be at applicant's cost.
- (4) Where the driveway crosses the front boundary, the finished ground level shall be between 50mm and 150mm above the top of kerb.
- (5) Dust emissions from the site during construction shall be controlled by a dust suppressant or by watering regularly to the reasonable satisfaction of the Council.

- (6) All runoff and stormwater from the subject site during the construction phase must be either contained on site or directed through a temporary sediment trap or silt fence, prior to discharge to the stormwater system, to the reasonable satisfaction of the Council. (Acceptable ways of controlling silt and runoff during construction can be found in the Stormwater Pollution Prevention Code of Practice issued by the Environment Protection Authority).
- (7) Measures to prevent silt and mud from vehicle tyres and machinery being transported onto the road shall be installed and maintained at all times during the construction phase of the development, to the reasonable satisfaction of the Council. (A suggested measure is to install a gravelled construction exit with wash down facilities).
- (8) Stormwater from the structure approved herein shall be collected and directed into a detention tank (or tanks) which are sized and installed in accordance with the specifications contained in Council's Information Sheet "Stormwater Detention" to the reasonable satisfaction of the Council (copies of relevant documents are attached).
- (9) All stormwater from buildings and paved areas shall be disposed of in accordance with the approved plans and details prior to the occupation of the premises to the reasonable satisfaction of the Council.
- (10) The stormwater collection and disposal system shall be connected to the street watertable (inclusive of any system that connects to the street watertable via detention or rainwater tanks) immediately following roof completion and gutter and downpipe installation.

BUILDING RULES CONSENT

GRANTED

Conditions of Consent:

Please refer to the attached copy of your Private Certifier's Building Rules Consent for Conditions of Consent (if applicable).

NOTES:

General:

- (1) The applicant is reminded that Development Approval from the Council is required for any retaining wall over one metre in height, any masonry fence over one metre in height, any non-masonry fence (eg colorbond, wood paling, brush etc) over two metres in height, and any retaining wall with a fence on top with a total height over 2m in height (measured from the lower of the two adjacent ground levels).

- (2) The driveway crossover must match flush into the existing footpath levels at each edge of the driveway. The longitudinal grade of the footpath must not be altered.
- (3) Before commencing any site works, a temporary vehicular access to the property for machinery, delivery of building materials and general vehicles should be provided. In the case where no driveway invert exists, the kerb can be saw cut and removed at the intended location for the new driveway invert to provide the necessary temporary access. In addition, if a paved Council footpath exists, this should also be removed in alignment with the removed section of kerb. The applicant should also take note of other information provided regarding use of, damage to and construction on Council owned land.
- (4) In assessing your application it has been determined that it is likely that you will be undertaking work that may affect the stability of adjoining land. Section 60 of the Development Act 1993 and Regulation 75 of the Development Regulations 1993, prescribe that your neighbour has a right to be notified by you 28 days prior to you undertaking that work. This is to enable your neighbour to obtain a report for which you are obliged to pay, that specifies any work that is required to be undertaken to ensure the stability of your neighbour's property is maintained during and following the undertaking of the work you propose. You should make yourself aware of these requirements before proceeding.
- (5) Council requires at least one business days notice of the following stages of building work:-
 - a) prior to the placement of any concrete for footings or other structural purposes (Note - Where an engineer carries out an inspection, Council will also require a copy of the inspection certificate); and
 - b) at the completion of wall and roof frames prior to the fixing of any internal linings.
- (6) On completion of building work, the Development Act requires that a signed Statement of Compliance from the licensed builder be provided to the relevant authority declaring that the building work carried out is in accordance with the relevant approvals (pursuant to Regulation 83AB of the Development Regulations 1993).

Appeal Rights:

- (1) If you are not satisfied with this decision, there may be a right of appeal to you. Applicants have the right to appeal against a refusal or the imposition of any conditions or requirements on any consent issued, unless the application was for a non-complying kind of development. An appeal by an applicant must be lodged within two (2) months of receiving notice of the decision. Where Category Three public notification was involved, persons who lodged written representations during the formal consultation period, have the right to appeal against any decision made on that application. An appeal by a third party must be lodged within fifteen (15) business days of the date of the decision. All appeals are lodged with the Environment, Resources and Development Court, Sir Samuel Way Building, Victoria Square, Adelaide, telephone: 8204 0300.

Approval Timeframes:

- (1) The proposed development must:
- be substantially commenced within twelve months from the date full Development Approval is granted; and
 - be completed within three years of full Development Approval being granted
- noting that the operative date of any consent or approval, is subject to any appeal where applicable being finally determined.

Signed:	 Andrew Proffitt Authorised Officer
Date:	26/2/09

Cc:

South Australian Housing Trust
 Attn: Office for Community Housing
 GPO Box 292
 Adelaide SA 5001

Data Extract for Section 7 search purposes

Valuation ID 1005370304

Data Extract Date: 06/02/2025

Parcel ID: C24850 FL15

Certificate Title: CT6017/367

Property Address: 1B THORNE CR MITCHELL PARK SA 5043

Zones

General Neighbourhood (GN)

Subzones

No

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 110 metres)

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

Affordable Housing

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

Hazards (Flooding - Evidence Required)

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

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.

Traffic Generating Development

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

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

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

<https://plan.sa.gov.au/>

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

Property Interest Report

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

Title Reference	CT 6017/367	Reference No. 2645312
Registered Proprietors	D K*GNIEL & ANR	Prepared 04/02/2025 16:17
Address of Property	1B THORNE CRESCENT, MITCHELL PARK, SA 5043	
Local Govt. Authority	THE CORPORATION OF THE CITY OF MARION	
Local Govt. Address	PO BOX 21 OAKLANDS PARK SA 5046	

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
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | 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

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.3 | Restrictive covenant

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | 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.)

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | 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

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

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

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

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|-----|--|---|
| 6.1 | Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | 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 |
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7. Emergency Services Funding Act 1998

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|-----|---------------------------------|---|
| 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 |
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8. Environment Protection Act 1993

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|-----|---|---|
| 8.1 | section 59 - Environment performance agreement that is registered in relation to the land | EPA (SA) will respond with details relevant to this item |
| 8.2 | section 93 - Environment protection order that is registered in relation to the land | EPA (SA) will respond with details relevant to this item |
| 8.3 | section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land | EPA (SA) will respond with details relevant to this item |
| 8.4 | section 99 - Clean-up order that is registered in relation to the land | EPA (SA) will respond with details relevant to this item |
| 8.5 | section 100 - Clean-up authorisation that is registered in relation to the land | EPA (SA) will respond with details relevant to this item |
| 8.6 | section 103H - Site contamination assessment order that is registered in relation to the land | EPA (SA) will respond with details relevant to this item |
| 8.7 | section 103J - Site remediation order that is registered in relation to the land | EPA (SA) will respond with details relevant to this item |
| 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) will respond with details relevant to this item |

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) will respond with details relevant to this item
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) will respond with details relevant to this item
9. <i>Fences Act 1975</i>		
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
10. <i>Fire and Emergency Services Act 2005</i>		
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. <i>Food Act 2001</i>		
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. <i>Ground Water (Qualco-Sunlands) Control Act 2000</i>		
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. <i>Heritage Places Act 1993</i>		
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. <i>Highways Act 1926</i>		
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. <i>Housing Improvement Act 1940 (repealed)</i>		
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. <i>Housing Improvement Act 2016</i>		

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| 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*

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|------|---|---|
| 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 |
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18. *Landscape South Australia Act 2019*

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|-------|---|---|
| 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

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|-------|--|---|
| 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***

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|------|---|---|
| 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 |
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20. ***Local Government Act 1934 (repealed)***

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| 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 |
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21. ***Local Government Act 1999***

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| 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 |
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22. ***Local Nuisance and Litter Control Act 2016***

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| 22.1 | section 30 - Nuisance or litter abatement notice | Contact the Local Government Authority for other details that might apply |
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23. ***Metropolitan Adelaide Road Widening Plan Act 1972***

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

24. ***Mining Act 1971***

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

24.9 Proclamation with respect to a private mine Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title

25. *Native Vegetation Act 1991*

25.1 Part 4 Division 1 - Heritage agreement DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title

25.2 section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title

25.3 section 25D - Management agreement DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title

25.4 Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation DEW Native Vegetation has no record of any refusal or condition affecting this title

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

26.1 section 97 - Notice to pay levy in respect of costs of regional NRM board The regional landscape board has no record of any notice affecting this title

26.2 section 123 - Notice to prepare an action plan for compliance with general statutory duty The regional landscape board has no record of any notice affecting this title

26.3 section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object The regional landscape board has no record of any notice affecting this title

26.4 section 135 - Condition (that remains in force) of a permit The regional landscape board has no record of any notice affecting this title

26.5 section 181 - Notice of instruction as to keeping or management of animal or plant The regional landscape board has no record of any notice affecting this title

26.6 section 183 - Notice to prepare an action plan for the destruction or control of animals or plants The regional landscape board has no record of any notice affecting this title

26.7 section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve The regional landscape board has no record of any notice affecting this title

26.8 section 187 - Notice requiring control or quarantine of animal or plant The regional landscape board has no record of any notice affecting this title

26.9 section 193 - Protection order to secure compliance with specified provisions of the Act The regional landscape board has no record of any order affecting this title

26.10 section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act The regional landscape board has no record of any order affecting this title

26.11 section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act The regional landscape board has no record of any authorisation affecting this title

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

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

28. **Phylloxera and Grape Industry Act 1995**

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

29. **Planning, Development and Infrastructure Act 2016**

- 29.1 Part 5 - Planning and Design Code
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- Code Amendment**
- Lot 51 and 52 (86-88) Morphett Road - South Australian Jockey Club Incorporated (SAJC) are proposing to rezone approximately 1.5 hectares of land at 86-88 Morphett Rd Glengowrie, from the Recreation Zone to the Urban Neighbourhood Zone. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone 1800752664.
- Code Amendment**
- Southern Suburbs Residential Policy – Marion Council is seeking to rezone land across Darlington, Hallett Cove, Marino, O'Halloran Hill, Seacliff Park, Seacombe Heights, Seaview Downs, Sheidow Park and Trott Park (the Affected Area), to provide a consistent policy approach to sloping land that facilitates opportunity for subdivision and redevelopment where appropriate. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.
- Code Amendment**
- Centre Zone Adjustment - Marion Council seeks to align the most appropriate zone and policy to each affected site and existing land use, to enable/support more efficient and effective future planning outcomes. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.
- Code Amendment**
- Statewide Bushfire Hazards Overlay - aims to review the current policy framework (spatial layers and policy content) of the six Hazard (Bushfire Risk) Overlays as well as explore other planning instruments and mechanisms to assist in mitigating bushfire hazard impacts. Please note that this Code Amendment only applies to a portion of some council areas. To understand if your property is affected, please check the bushfire hazard map at <https://plus.geodata.sa.gov.au/bushfire/index.html>. For more information, please visit https://plan.sa.gov.au/have_your_say/ or contact PlanSA via email (PlanSA@sa.gov.au) or telephone (1800 752 664).
- Code Amendment**
- Morphettville/Glengowrie Horse Related Activities - Marion Council is proposing to amend the planning policy relating to land located adjacent the Morphettville

Racecourse on the southern side of Bray Street in Morphettville and the western side of Morphett Road in Glengowrie. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.

Code Amendment

Accommodation Diversity - The State Planning Commission is proposing refinements to policy to provide more flexibility in housing design to encourage housing choices to meet the needs of South Australians. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800 752 664.

Code Amendment

Assessment Improvements - proposes a series of technical amendments to the Code informed through the experience of planning practitioners and other users to improve assessment outcomes. The Code Amendment forms part of the Government of South Australia's response to the Planning System Implementation Review; it will implement some of the recommendations of the Expert Panel that were supported by the Government. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800 752 664.

- | | | |
|-------|--|---|
| 29.2 | section 127 - Condition (that continues to apply) of a development authorisation
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | 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) will respond with details 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 <i>Livestock Act, 1997</i> | 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 (<i>Dog Fence Act 1946</i>) | The Dog Fence Board has no current interest in Dog Fence rates relating to this title. |
| 9. | Pastoral Board (<i>Pastoral Land Management and Conservation Act 1989</i>) | The Pastoral Board has no current interest in this title |
| 10. | Heritage Branch DEW (<i>Heritage Places Act 1993</i>) | 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.

Certificate of Title

Title Reference: CT 6017/367
Status: CURRENT
Parent Title(s): CT 5315/637
Dealing(s) Creating Title: ACT 11003874
Title Issued: 01/09/2008
Edition: 3

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
12/07/2010	30/07/2010	11426748	MORTGAGE	REGISTERED	BENDIGO & ADELAIDE BANK LTD. (ACN: 068 049 178)
17/06/2010	05/07/2010	11409921	TRANSFER	REGISTERED	DENNIS KEITH GNIEL, MERRALYN DIANNE CONLIN
17/06/2010	05/07/2010	11409920	DISCHARGE OF MORTGAGE	REGISTERED	10913344
03/03/2008	26/03/2008	10913344	MORTGAGE	REGISTERED	BANK OF WESTERN AUSTRALIA LTD.

Certificate of Title

Title Reference CT 6017/367
Status CURRENT
Easement NO
Owner Number 15347541
Address for Notices 12 RAILWAY TERRACE SOUTH PINNAROO SA 5304
Area 253m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

DENNIS KEITH GNIEL
MERRALYN DIANNE CONLIN
OF 12 RAILWAY TERRACE SOUTH PINNAROO SA 5304
AS JOINT TENANTS

Description of Land

LOT 15 PRIMARY COMMUNITY PLAN 24850
IN THE AREA NAMED MITCHELL PARK
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference TRANSFER (T) 11409921
Dealing Date 17/06/2010
Sale Price \$400,000
Sale Type TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	11426748	BENDIGO & ADELAIDE BANK LTD. (ACN: 068 049 178)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1005370304	CURRENT	1B THORNE CRESCENT, MITCHELL PARK, SA 5043

Notations

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
23/07/2008 11:50	11003875	BY-LAWS	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1005370304
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/2009
Property Location	1B THORNE CRESCENT, MITCHELL PARK, SA 5043
Local Government	MARION
Owner Names	MERRALYN DIANNE CONLIN DENNIS KEITH GNIEL
Owner Number	15347541
Address for Notices	12 RAILWAY TERRACE SOUTH PINNAROO SA 5304
Zone / Subzone	GN - General Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1100 - House
Description	5H G
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C24850 LOT 15	CT 6017/367

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$380,000	\$660,000			
Previous	\$350,000	\$600,000			

Building Details

Valuation Number	1005370304
Building Style	Conventional
Year Built	2009
Building Condition	Very Good
Wall Construction	Brick
Roof Construction	Galvanised Iron
Equivalent Main Area	128 sqm
Number of Main Rooms	5

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

Certificate of Title

Title Reference: CT 6017/367
Status: CURRENT
Edition: 3

Dealings

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

Priority Notices

NIL

Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
23/07/2008	28/08/2008	11003875	BY-LAWS	FILED	C24850

Registrar-General's Notes

No Registrar-General's Notes exist for this title



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: 2645312

DIVINE FORMS PTY LTD
UNIT 21
1007-1009 NORTH EAST ROAD
RIDGEHAVEN SA 5097

DATE OF ISSUE

06/02/2025

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

OWNERSHIP NUMBER	OWNERSHIP NAME			
15347541	D GNIEL & M CONLIN			
PROPERTY DESCRIPTION				
100 / 1B THORNE CRES / MITCHELL PARK SA 5043 / LT 15 C24850				
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
1005370304	CT 6017/367	\$660,000.00	R4 1.000	RE 0.400
LEVY DETAILS:				
	FIXED CHARGE	\$	50.00	
	+ VARIABLE CHARGE	\$	248.65	
FINANCIAL YEAR	- REMISSION	\$	153.10	
2024-2025	- CONCESSION	\$	0.00	
	+ ARREARS / - PAYMENTS	\$	-145.55	
	= AMOUNT PAYABLE	\$	0.00	

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

EXPIRY DATE 07/05/2025



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

Visit: www.revenuesa.sa.gov.au

Email: revsupport@sa.gov.au

Phone: (08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001



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: 2645312

DIVINE FORMS PTY LTD
UNIT 21
1007-1009 NORTH EAST ROAD
RIDGEHAVEN SA 5097

DATE OF ISSUE
06/02/2025

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

OWNERSHIP NAME		FINANCIAL YEAR	
D GNIEL & M CONLIN		2024-2025	
PROPERTY DESCRIPTION			
100 / 1B THORNE CRES / MITCHELL PARK SA 5043 / LT 15 C24850			
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	TAXABLE SITE VALUE	AREA
1005370304	CT 6017/367	\$380,000.00	0.0253 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 07/05/2025



See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

Visit: www.revenuesa.sa.gov.au
Email: revsupport@sa.gov.au
Phone: (08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

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.

South Australian Water Corporation

Name: **DK GNIEL & MD CONLIN** Water & Sewer Account
Acct. No.: 10 05370 30 4 Amount: _____

Address:
1B THORNE CRES MITCHELL PARK LT 15
C24850

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1005370304



Bill code: 8888
Ref: 1005370304

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: 1005370304





Strata and Community Title Services

Adelaide Office

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

T 08 8291 2300

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

www.whittles.com.au

05/02/25

SEARCHLIGHT TECHNOLOGY
PO BOX 232
RUNDLE MALL, SA, 5000

Dear Sir/Madam

RE: Community Corporation 24850 Inc.
66 LUTANA CRESCENT, MITCHELL PARK
ABN: 56513580404
Lot: 00015 Address known as: 1B THORNE CRESCENT, MITCHELL PARK
OWNER: Mr D K Gniel & Ms M D Conlin

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

Lot Entitlement Value:

The Lot Entitlement Value is 3333 of a total 10000.

Financial Status of the Lot Owner:

The contribution payable to the Administration Fund is currently \$250.00 per quarter paid to 14/03/25. No GST is included within this contribution.

The contribution payable to the Sinking Fund is currently \$5.00 per quarter paid to 14/03/25. No GST is included within this contribution.

Arrears are as follows:

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

TOTAL ARREARS ARE: \$0.00 as at 05/02/2025. NEXT CONTRIBUTION IS DUE 15/03/2025.

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

The details provided are, to the best of our knowledge, accurate to this date. As this information could change prior to settlement, Conveyancers are urged to confirm them by telephone IMMEDIATELY PRIOR TO SETTLEMENT.

Please contact Whittles on 8291 2300 or info.adelaide@whittles.com.au

Known Extraordinary Expenses

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

- ** Individual Lot water consumption paid by Lot owner **
- ** Common property water consumption paid by Lot owner **

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

Special Levies

No special levies payable.

Financial Status of the Community Title

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

The fund currently stands to the credit of:

Administrative Fund	\$414.22CR
Sinking Fund	\$1,763.88CR (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.

Special Notes

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

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

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

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

Yours faithfully



Rupert Taplin
Body Corporate Manager
rupert.taplin@whittles.com.au

WHITTLES MANAGEMENT SERVICES PTY LTD

On behalf of the Corporation 05/02/2025

PLEASE RETURN THIS SLIP IMMEDIATELY SETTLEMENT IS EFFECTED

to - info.adelaide@whittles.com.au

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

SETTLEMENT DATE: ___/___/___

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

Purchaser 1:

First Name	Surname
------------	---------

Purchaser 2:

First Name	Surname
------------	---------

BUSINESS NAME (If Applicable)

TELEPHONE NUMBERS : MOBILE : _____

HOME: _____ WORK: _____

EMAIL : _____

ACCOUNTS TO BE FORWARDED TO :

CORRESPONDENCE TO BE FORWARDED TO :

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

BROKER:

Searchlight Technology
PO BOX 232, RUNDLE MALL

Community Corporation 24850 Inc.
66 LUTANA CRESCENT, MITCHELL PARK
Lot: 00015 Address known as: 1B THORNE CRESCENT, MITCHELL PARK
OWNER: Mr D K Gniel & Ms M D Conlin

Rupert Taplin

TAX INVOICE

05/02/2025

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

Searchlight Technology
PO BOX 232
RUNDLE MALL SA 5000

DESCRIPTION: Searching and completing document for provisions of
Section 139 of the Community Titles Act, 1996, Lot : 00015 at
66 LUTANA CRESCENT, MITCHELL PARK

Community Corporation 24850 Inc.

FEE:	As prescribed	\$60.00	PAID
	Plus 10% GST	\$6.00	PAID

TOTAL DUE:		\$66.00	PAID
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OWNER: Mr D K Gniel & Ms M D Conlin

With Compliments

Administrative Fund Statement of Income & Expenditure

COMMUNITY CORP.24850 INC

Thorne Crescent (66 Lutana Crescent) MITCHELL PARK SA 5043

1 February 2023 to 31 January 2024

Printed 21/02/24 14:13

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	2,400.00	2,250.00	150.00	1,650.00
Interest-Contributions arrears	9.05	0.00	9.05	0.00
Special levy-Insurance renewal	501.00	500.00	1.00	0.00
TOTAL FUND INCOME	2,910.05	2,750.00	160.05	1,650.00
FUND EXPENDITURE				
Insurance renewals	880.00	1,000.00	120.00	850.00
Management - Additional services fee	0.00	220.00	220.00	220.00
Management - Agreed Services	1,372.00	1,372.00	0.00	1,372.00
Management - Asset Maintenance Services	54.00	54.00	0.00	54.00
Management - Disbursement Fees	235.98	214.60	(21.38)	204.60
TOTAL FUND EXPENDITURE	2,541.98	2,860.60	318.62	2,700.60
FUND SURPLUS (DEFICIT)	368.07	(110.60)	478.67	(1,050.60)

Administrative Fund Statement of Assets & Liabilities

COMMUNITY CORP.24850 INC

Thorne Crescent (66 Lutana Crescent) MITCHELL PARK SA 5043

31 January 2024

Printed 21/02/24 14:13

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	163.50	1,214.10
Surplus/(Deficit) For Period	368.07	(1,050.60)
TOTAL FUNDS	531.57	163.50
ASSETS		
Cash at Bank (MBL)	531.57	163.50
TOTAL ASSETS	531.57	163.50
LIABILITIES		
TOTAL LIABILITIES	0.00	0.00
NET ASSETS	531.57	163.50

Sinking Fund Statement of Income & Expenditure
 COMMUNITY CORP.24850 INC
 Thorne Crescent (66 Lutana Crescent) MITCHELL PARK SA 5043
 1 February 2023 to 31 January 2024
 Printed 21/02/24 14:13

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	65.00	60.00	5.00	55.00
TOTAL FUND INCOME	65.00	60.00	5.00	55.00
FUND EXPENDITURE				
TOTAL FUND EXPENDITURE	0.00	0.00	0.00	0.00
FUND SURPLUS (DEFICIT)	65.00	60.00	5.00	55.00

Sinking Fund Statement of Assets & Liabilities

COMMUNITY CORP.24850 INC

Thorne Crescent (66 Lutana Crescent) MITCHELL PARK SA 5043

31 January 2024

Printed 21/02/24 14:13

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	1,638.88	1,583.88
Surplus/(Deficit) For Period	65.00	55.00
TOTAL FUNDS	1,703.88	1,638.88
ASSETS		
Cash at Bank (MBL)	1,703.88	1,638.88
TOTAL ASSETS	1,703.88	1,638.88
LIABILITIES		
TOTAL LIABILITIES	0.00	0.00
NET ASSETS	1,703.88	1,638.88

Consolidated Statement of Assets & Liabilities
COMMUNITY CORP.24850 INC
Thorne Crescent (66 Lutana Crescent) MITCHELL PARK SA 5043
31 January 2024
Printed 21/02/24 14:13

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	1,802.38	2,797.98
Surplus/(Deficit) For Period	433.07	(995.60)
TOTAL FUNDS	2,235.45	1,802.38
ASSETS		
Cash at Bank (MBL)	2,235.45	1,802.38
TOTAL ASSETS	2,235.45	1,802.38
LIABILITIES		
TOTAL LIABILITIES	0.00	0.00
NET ASSETS	2,235.45	1,802.38

Notes to the Financial Statements

Investments Nil

The following balances relate to amounts received or owing as at 31/01/2024

Receivables - Owner Arrears Nil

Debtors Nil

Allocated Advance Payments Nil

Outstanding Creditors Nil

Unallocated Advance Payments Nil

Remuneration

Commissions received by Whittles are disclosed in the Services Agreement between the Body Corporate and Whittles

Commissions received by Whittles for the financial year of the body corporate: \$105.63

Summary of Significant Accounting Policies

COMMUNITY CORP.24850 INC

Thorne Crescent (66 Lutana Crescent) MITCHELL PARK SA 5043

1 February 2023 to 31 January 2024

Printed 21/02/24 14:13

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.



Strata and Community Title Services

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Reconvened Annual General Meeting for COMMUNITY CORP.24850 INC Thorne Crescent (66 Lutana Crescent), MITCHELL PARK, SA, 5043.

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

Rupert Taplin
Body Corporate Manager

**Minutes of the Reconvened Annual General Meeting
COMMUNITY CORP.24850 INC**

Meeting Date	26 April 2024		
Meeting Location	Via Video or Teleconference		
Time	01:00 PM	Closed: 01:15 PM	
Lots Represented	00014 S Quinn	Owner Present	
Chairperson	S Quinn		
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy). Those owners who were in arrears were not considered towards the quorum count.		

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

Motion 2				
Acceptance of Minutes	Ordinary Resolution			
It was resolved that in accordance with the provisions of s81(5)(b) of the <i>Community Titles Act 1996</i> , the minutes of the Reconvened Annual General Meeting held on 27 APR 2023 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.				
Motion CARRIED.				
Votes	Yes: 1	No: 0	Abs: 0	Inv: 0

Motion 3				
Acceptance of Statement of Accounts	Ordinary Resolution			
It was resolved that in accordance with the provisions of s81(5) (d) of the <i>Community Titles Act 1996</i> (amended), the unaudited Statement of Accounts for the financial year ending 31 JAN 2024, which have been circulated to all members, is accepted.				
Motion CARRIED.				
Votes	Yes: 1	No: 0	Abs: 0	Inv: 0

Motion 4				
Appointment of Manager		Ordinary Resolution		
<p>It was resolved that the Body Corporate under s76(9) of the <i>Community Titles Act 1996</i>:</p> <p>i. appoints Whittles Management Services Pty Ltd as its Manager to supply Services, ii. make the appointment for a Term of twelve (12) months, being from the 1 FEB 2024 to 31 JAN 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. acknowledges 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.</p> <p>The Services Agreement is available for viewing at whittles.com.au through your owner portal.</p>				
Motion CARRIED.				
Votes	Yes: 1	No: 0	Abs: 0	Inv: 0

Election of Office Bearers and Committee
<p>THAT in accordance with s76(1) & 90(1) of the <i>Community Titles Act 1996</i>, the meeting appoints Office Bearers and Committee Members.</p> <p><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.</p> <p>Committee Meetings should be conducted in accordance with s91 to 99 of the <i>Community Titles Act 1996</i>.</p> <p>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.</p>

Election of Presiding Officer
Lot 14 - Mr S Quinn has been elected unopposed as Presiding Officer.

Election of Secretary
Lot 14 - Mr S Quinn has been elected unopposed as Secretary.

Election of Treasurer
Lot 14 - Mr S Quinn has been elected unopposed as Treasurer.

Election of Ordinary Member/s

No nominees were selected for Ordinary Member/s, this place remains to be filled.

Item 6

Accredited Contractors (Advice)

To ensure compliance with work health and safety requirements to protect both contractors and Body 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, regarding the common property for the purposes of occupational health and safety legislation. This means, that if the contractor engaged by the Body Corporate does not have the necessary accreditation, an injured party may seek damages from the Body Corporate.

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

Item 7

Annual Compliance Register (Advice)

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

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

Item 8

Current Insurance Details (Advice)

A copy of the Body Corporate's current certificate of currency is attached to this meeting notice and is also available for viewing at whittles.com.au through your owner portal.

Motion 9				
Insurance Renewal	Ordinary Resolution			
<p>THAT the Body Corporate Manager is to arrange quotes and/or renewal of the Body Corporate's insurance for a sum insured of \$50,000 Common Property Only Increase to be discussed) with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request.</p> <p>Building and Contents Insurance The Body Corporate Manager advised members of the necessity for them to arrange individually for adequate insurance for the building and contents of their lots, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot owner or tenant, and it was noted that the Corporation's Legal Liability cover applied primarily to common property and that lot owners should be separately insured for cover in relation to their own premises.</p>				
Motion CARRIED.				
Votes	Yes: 1	No: 0	Abs: 0	Inv: 0

Item 10		
General Business		
<p>Any general business items to be discussed at the meeting.</p> <p>Note: Owners may discuss other matters regarding the building however, no binding decisions can be made, and no expenditure can be authorised for non-budgeted items without a further meeting of the Committee or Corporation.</p>		

Motion 11				
Administrative Fund Budget	Ordinary Resolution			
<p>It was resolved that in accordance with s81(5)(d) (iii) of the <i>Community Titles Act 1996</i>, the attached Administrative Fund budget be approved and adopted.</p> <p>Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of \$750.00 for the financial year ending 31 JAN 2025.</p> <p>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.</p> <p>Contributions will be raised in accordance with Lot Entitlement Values.</p>				
Motion CARRIED.				
Votes	Yes: 1	No: 0	Abs: 0	Inv: 0

Motion 12				
Sinking Fund Budget	Ordinary Resolution			
<p>It was resolved that in accordance with s116 of the <i>Community Titles Act 1996</i>, the attached Sinking Fund budget be approved and adopted.</p> <p>Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of \$15.00 for the financial year ending 31 JAN 2025.</p> <p>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.</p> <p>Contributions will be raised in accordance with Lot Entitlement Values.</p>				
Motion CARRIED.				
Votes	Yes: 1	No: 0	Abs: 0	Inv: 0

Motion 13				
Insufficient Funds Special Levy Authority	Ordinary Resolution			
<p>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 Lot Entitlement Values and must not exceed the sum of \$1,000.00.</p> <p>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.</p>				
Motion CARRIED.				
Votes	Yes: 1	No: 0	Abs: 0	Inv: 0

Motion 14				
Interest Charged on Overdue Contributions/Levies	Ordinary Resolution			
<p>It was resolved that in accordance with the provisions of s114 (4) of the <i>Community Titles Act 1996</i>, 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.</p> <p>The Presiding Officer is authorised to waive penalty interest charges in extenuating circumstances at their discretion.</p>				
Motion CARRIED.				
Votes	Yes: 1	No: 0	Abs: 0	Inv: 0

Motion 15				
Recovery of Overdue Contributions/Levies	Ordinary Resolution			
<p>It was resolved that in accordance with s114 (7) of the <i>Community Titles Act 1996</i>, Whittles is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of COMMUNITY CORP.24850 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred.</p> <p>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.</p> <p>Fees charged by third party providers will be recovered from the debtor at cost per invoice.</p> <p>Owners are advised of the following debt recovery process:</p> <ol style="list-style-type: none"> 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: 1	No: 0	Abs: 0	Inv: 0

Item 16		
Next Meeting & Closure		
To be discussed at the meeting.		
Notes		
The meeting closed at 1:15PM. The next meeting will be held in April 2024 at 1PM. Teleconference service will be available.		

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

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

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

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

BUDGET

COMMUNITY CORP.24850 INC
THORNE CRESCENT, (66 LUTANA CRESCENT), MITCHELL PARK

Year ending January 2025

ADMINISTRATIVE FUND

	Feb-Apr 24	May-Jul 24	Aug-Oct 24	Nov-Jan 25	Annual Total
INCOME					
Contributions	600.00	750.00	750.00	750.00	\$2,850.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Special levy - Insurance renewal	0.00	0.00	0.00	0.00	\$0.00
Total	600.00	750.00	750.00	750.00	\$2,850.00
EXPENDITURE					
Common property	75.00	75.00	75.00	75.00	\$300.00
Insurance - Renewal	0.00	0.00	1,000.00	0.00	\$1,000.00
Management - Agreed Services	370.00	370.00	370.00	370.00	\$1,480.00
Management - Asset Maintenance Services	13.50	13.50	13.50	13.50	\$54.00
Management - Disbursement Fees	51.15	51.15	51.15	51.15	\$204.60
Technology and System Fees	13.20	13.20	13.20	13.20	\$52.80
Total	522.85	522.85	1,522.85	522.85	\$3,091.40

SINKING FUND

	Feb-Apr 24	May-Jul 24	Aug-Oct 24	Nov-Jan 25	Annual Total
INCOME					
Contributions	15.00	15.00	15.00	15.00	\$60.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Total	15.00	15.00	15.00	15.00	\$60.00

CASH FLOW SUMMARY

	Feb-Apr 24	May-Jul 24	Aug-Oct 24	Nov-Jan 25	Annual Total
<u>ADMINISTRATIVE FUND</u>					
Opening Balance	531.57	608.72	835.87	63.02	\$531.57
Add: Contributions	600.00	750.00	750.00	750.00	\$2,850.00
Add: Special levy - Insurance renewal	0.00	0.00	0.00	0.00	\$0.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	522.85	522.85	1,522.85	522.85	\$3,091.40
CLOSING BALANCE	608.72	835.87	63.02	290.17	\$290.17
 <u>SINKING FUND</u>					
Opening Balance	1,703.88	1,718.88	1,733.88	1,748.88	\$1,703.88
Add: Contributions	15.00	15.00	15.00	15.00	\$60.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	0.00	0.00	0.00	0.00	\$0.00
CLOSING BALANCE	1,718.88	1,733.88	1,748.88	1,763.88	\$1,763.88

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000
 Number of Lots 3

	— Effective from 15/06/24 —		— Effective from 15/06/23 —	
Lot Number	LEV	ADMIN Fund	LEV	SINKING Fund
14	3333	\$250	3333	\$5
15	3333	\$250	3333	\$5
16	3334	\$250	3334	\$5
 QUARTERLY TOTAL		\$750.00		\$15.00



Strata and Community Title Services

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Reconvened Annual General Meeting for COMMUNITY CORP.24850 INC THORNE CRESCENT (66 LUTANA CRESCENT), MITCHELL PARK, SA, 5043

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

Rupert Taplin
Body Corporate Manager

Minutes of the Reconvened Annual General Meeting
COMMUNITY CORP.24850 INC

Meeting Date	27 April 2023	
Meeting Location	via Teleconference	
Time	02:00 PM	Closed: 02:35 PM
Lots Represented	00014 Mr S Quinn	Owner present
Chairperson	Lot 14 - Mr S Quinn	
Additional Attendees	Andrew Schmidt representing Whittles Strata & Community Management	

Item 1

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 referred all Members to the Corporation's Agreement for disclosure of all its relevant interests.

Motion 2

Acceptance of Minutes

Ordinary Resolution

It was resolved that in accordance with the provisions of s81(5) (b) of the *Community Titles Act* 1996, the minutes of the last Annual General Meeting held on 13 APR 2022 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.

Motion CARRIED.

Motion 3

Acceptance of Statement of Accounts

Ordinary Resolution

It was resolved that in accordance with the provisions of s81(5) (d) of the *Community Titles Act* 1996 (amended), the unaudited Statement of Accounts for the financial year ending 31 JAN 2023, which had been circulated to all members, were accepted.

Motion CARRIED.

Motion 4

Appointment of Manager

Ordinary Resolution

It was resolved that the Body Corporate agree under s76(9) of the *Community Titles Act 1996* to:

- i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services,
- ii. make the appointment for a Term of twelve (12) months, being from the 1 FEB 2023 to 31 JAN 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.

Election of Office Bearers and Committee

THAT in accordance with s76(1) & 90(1) of the *Community Titles Act 1996*, the Body Corporate appointed the following Office Bearer:

Limitations Imposed

The Body Corporate Manager advised that the Officer of the Body Corporate does not have powers to resolve matters subject to special or unanimous resolutions.

Election of Presiding Officer

Lot 14 - Mr S Quinn was elected unopposed as Presiding Officer.

Election of Secretary

Lot 14 - Mr S Quinn was elected unopposed as Secretary.

Election of Treasurer

Lot 14 - Mr S Quinn was elected unopposed as Treasurer.

Item 6		
Accredited Contractors (Advice)		
<p>To ensure compliance with work health and safety requirements to protect both contractors and Body Corporate's, Whittles only engage accredited contractors who comply with state and territory legislation. If the Body Corporate decides, by act or omission to engage a contractor who is not accredited with Whittles, the Body Corporate acts as the Person Conducting a Business or Undertaking, in regard to the common property for the purposes of occupational health and safety legislation. This means, that if the contractor engaged by the Body Corporate does not have the necessary accreditation, an injured party may seek damages from the Body Corporate.</p> <p>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 Presiding Officer or a person authorised by the Body Corporate to do so.</p>		

Item 7		
Annual Compliance Register (Advice)		
<p>The <i>Work Health and Safety Act 2012</i>, 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 hazards, 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.</p> <p>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.</p>		

Item 8		
Current Insurance Details (Advice)		
<p>A copy of the Body Corporate's current certificate of currency was attached to the meeting notice and is also available for viewing at whittles.com.au through your owner portal.</p>		

Motion 9		
Insurance Renewal	Ordinary Resolution	
<p>THAT the Body Corporate Manager is to arrange renewal of the Body Corporate's insurance for a sum insured of \$50,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request.</p> <p>The Body Corporate agreed that they would not take additional cover for catastrophe.</p> <p>Building and Contents Insurance The Body Corporate Manager reminded members of the necessity for them to arrange individually for adequate insurance for the building and contents of their lots, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot owner or tenant, and it was noted that the Corporation's Legal Liability cover applied primarily to common property and that lot owners should be separately insured for cover in relation to their own premises.</p>		
Motion CARRIED.		

Item 10		
General Business		
No general business was raised at the meeting.		

Motion 11		
Administrative Fund Budget	Ordinary Resolution	
<p>It was resolved that in accordance with s81(5)(d) (iii) of the <i>Community Titles Act 1996</i>, the attached Administrative Fund budget was approved and adopted.</p> <p>Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of \$600.00 for the financial year ending 31 JAN 2024.</p> <p>This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting.</p> <p>Contributions will be raised in accordance with Lot Entitlement Values.</p>		
Motion CARRIED.		

Motion 12		
Sinking Fund Budget	Ordinary Resolution	
<p>It was resolved that in accordance with s116 of the <i>Community Titles Act 1996</i>, the attached Sinking Fund budget was approved and adopted.</p> <p>Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of \$15.00 for the financial year ending 31 JAN 2024.</p> <p>This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting.</p> <p>Contributions will be raised in accordance with Lot Entitlement Values.</p>		
Motion CARRIED.		

Motion 13		
Insufficient Funds Special Levy Authority	Ordinary Resolution	
<p>The Body Corporate resolve should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Presiding Officer, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Lot Entitlement Values and must not exceed the sum of \$1,000.00.</p> <p>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.</p>		
Motion CARRIED.		

Motion 14		
Interest Charged on Overdue Contributions/Levies	Ordinary Resolution	
<p>It was resolved that in accordance with the provisions of s114 (4) of the <i>Community Titles Act 1996</i>, 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.</p> <p>The Presiding Officer is authorised to waive penalty interest charges in extenuating circumstances at their discretion.</p>		
Motion CARRIED.		

Motion 15		
Recovery of Overdue Contributions/Levies	Ordinary Resolution	
<p>It was resolved that in accordance with s114 (7) of the <i>Community Titles Act 1996</i>, Whittles were authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of COMMUNITY CORP.24850 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred.</p> <p>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.</p> <p>Fees charged by third party providers will be recovered from the debtor at cost per invoice.</p> <p>Owners are advised of the following debt recovery process:</p> <ol style="list-style-type: none"> 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. 		
<p>Motion CARRIED.</p>		

Item 16		
Next Meeting & Closure		
<p>Next year's meeting will be held by teleconference on a date and time to be advised..</p>		

Owners can access & update their personal details through Whittles Owner Portal online.

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

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

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

BUDGET

COMMUNITY CORP.24850 INC
THORNE CRESCENT, (66 LUTANA CRESCENT), MITCHELL PARK

Year ending January 2024

ADMINISTRATIVE FUND

	Feb-Apr 23	May-Jul 23	Aug-Oct 23	Nov-Jan 24	Annual Total
INCOME					
Contributions	450.00	600.00	600.00	600.00	\$2,250.00
Arrears	150.00	0.00	0.00	0.00	\$150.00
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Special levy - Insurance renewal	0.00	0.00	500.00	0.00	\$500.00
Total	600.00	600.00	1,100.00	600.00	\$2,900.00
EXPENDITURE					
Insurance - Renewal	0.00	0.00	1,000.00	0.00	\$1,000.00
Management - Additional services fee - Meeting fees	0.00	220.00	0.00	0.00	\$220.00
Management - Agreed services	343.00	343.00	343.00	343.00	\$1,372.00
Management - Asset maintenance services	13.50	13.50	13.50	13.50	\$54.00
Management - Disbursement fees & service	53.65	53.65	53.65	53.65	\$214.60
Total	410.15	630.15	1,410.15	410.15	\$2,860.60

SINKING FUND

	Feb-Apr 23	May-Jul 23	Aug-Oct 23	Nov-Jan 24	Annual Total
INCOME					
Contributions	15.00	15.00	15.00	15.00	\$60.00
Arrears	5.00	0.00	0.00	0.00	\$5.00
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Total	20.00	15.00	15.00	15.00	\$65.00

CASH FLOW SUMMARY

	Feb-Apr 23	May-Jul 23	Aug-Oct 23	Nov-Jan 24	Annual Total
<u>ADMINISTRATIVE FUND</u>					
Opening Balance	163.50	353.35	323.20	13.05	\$163.50
Add: Contributions	450.00	600.00	600.00	600.00	\$2,250.00
Add: Special levy - Insurance renewal	0.00	0.00	500.00	0.00	\$500.00
Add: Arrears	150.00	0.00	0.00	0.00	\$150.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	410.15	630.15	1,410.15	410.15	\$2,860.60
CLOSING BALANCE	353.35	323.20	13.05	202.90	\$202.90
 <u>SINKING FUND</u>					
Opening Balance	1,638.88	1,658.88	1,673.88	1,688.88	\$1,638.88
Add: Contributions	15.00	15.00	15.00	15.00	\$60.00
Add: Arrears	5.00	0.00	0.00	0.00	\$5.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	0.00	0.00	0.00	0.00	\$0.00
CLOSING BALANCE	1,658.88	1,673.88	1,688.88	1,703.88	\$1,703.88

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000
 Number of Lots 3

	— Effective from 15/06/23 —		— Effective from 15/06/23 —	
Lot Number	LEV	ADMIN Fund	LEV	SINKING Fund
14	3333	\$200	3333	\$5
15	3333	\$200	3333	\$5
16	3334	\$200	3334	\$5
 QUARTERLY TOTAL		\$600.00		\$15.00

CALCULATION OF LEVIES

Equal Contribution

Number of Lots 3

Due date 15/08/23

SPECIAL LEVY - INSURANCE RENEWAL - A17523

Insurance Renewal

Lot Number	UEV	Contribution (EQUAL)
14	3333	<i>\$167</i>
15	3333	<i>\$167</i>
16	3334	<i>\$167</i>
ONCE-OFF		<i>\$501.00</i>

Contributions are \$167.00 per Lot subject to unanimous resolution.

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
-----------------	-----------------------

15/02/10 IGM

Maintenance Supervision

The Corporation Manager advised that Whittles has a building contracts division to oversee its client corporations' maintenance work performed by contractors who have entered into an agreement with Whittles. Specified work totalling over \$3000 will be inspected and assessed by a maintenance supervisor prior to invoice payment.

SA Water

The Corporation Manager advised that SA Water charges Community Corporations for all water consumed on the property. Owners will be responsible for payment of quarterly charges relating to the individual lots, and it was agreed that the Corporation would be responsible for payment of all water consumption charges relating to common property.

Interest Charged on Overdue Accounts

It was noted that the Community Titles Act 1996 provided that Corporations may (in accordance with the Regulations) charge interest in respect of a contribution for any instalment of a contribution that is in arrears. It was agreed that this penalty be imposed on those owners who are in arrears and that the rate of interest be 15% per annum calculated daily.

Overdue Notices

Where necessary, it was agreed that the Corporation Managers charge those owners in arrears a fee of \$80 + GST for placing them into legal hands, following reasonable notice of the overdue monies.

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 an Extraordinary General Meeting. It was agreed that this fee be charged to the applicant. In accordance with the provisions of the Community Titles Act, 1996 with respect to applications by Notice of Motion for approval to undertake prescribed works, the meeting agreed to approve the following as there were no more than 25% of the total number of lots cast against the motion:

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
-----------------	-----------------------

15/02/10 IGM

POLICIES

It was agreed that a land agent instructed to offer any lot "For Sale" be permitted to erect one sign only, of dimensions not greater than 1.2 x 1.0 metres. This sign must indicate the number of the lot and is to be installed as near as practicable to the front boundary of the premises and be removed not later than 24 hours after a contract for sale.

It was agreed that a total prohibition be imposed on the erection of any land agents' sign advertising a lot "For Sale" on any portion of the common property.

Skylights

All lot holders may install one skylight to their lot provided it is fitted by a qualified tradesperson and conforms in appearance to the architecture of the building.

Heaters

All lot holders may install a space heater in their lot with a flue, which protrudes through the roof.

Air Conditioners

Refer to By Laws.

Security Screens

All lot holders may install security screens to the doors (and windows) provided they conform in colour and design to the architecture of the building.

Security Shutters

All lot holders may install security shutters to the windows provided they conform in colour and design to the architecture of the building.

Pergolas

Refer to By Laws.

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
-----------------	-----------------------

15/02/10 IGM	
--------------	--

Awnings/Blinds

All lot holders may install external awnings/blinds on windows so long as they conform in materials, design and colours to the architecture of the building, and be similar in colour and design to the other units. Owners are to ensure that the awnings are replaced when necessary.

Sheds

Refer to By Laws.

Garage Carports

Refer to By Laws.

TV Antennae

Lot holders may install one roof mounted television antenna for each lot, providing they are at the rear of the unit.

Foxtel

All owners are permitted to install Foxtel, providing the antenna/dishes are installed at the rear of the building.

Security Alarms

Lot holders may install a security alarm for their Lot, which includes an external flashing light.

Sensor Lights - Lot holders may install one external sensor light per lot.

Animals -Refer to By Laws.

Letterboxes

All Lots to install letterboxes similar to the letterboxes installed at No 15 (1B).
(Purchased from Adelaide Letterboxes)

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
-----------------	-----------------------

16/03/11	Maintenance supervisor confirmed.
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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 an Extraordinary General Meeting. It was agreed that this fee be charged to the applicant.

29/03/12	<u>Maintenance Supervisor</u> - Confirmed.
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Meeting Fee

The Manager advised that should any owner wish to apply to the Corporation, other than at the annual general meeting, for an approval of any kind, which was for their exclusive benefit the prescribed meeting fee will apply to conduct an Extraordinary General Meeting.

It was agreed that this fee be charged to **the applicant**.

18/04/13	<u>Whittles Maintenance Service - Appointment</u>
----------	--

Following review of the various National and State WH&S legislation, Whittles has revised its policy for instructing contractors, on behalf of the Corporation, to carry out work onsite. With effect from 1/01/13 Whittles policy will be that contractors must be registered as an accredited contractor with Whittles.

It is therefore agreed that only contractors registered as an accredited contractor with Whittles be instructed to carry out work at the Corporation. That accreditation be confirmed by Whittles as current to allow the issue of the work instructions, and that the Body Corporate pay an annual fee to Whittles of \$55 and \$22 per work order to maintain and oversee this registration process.

This is all part of appointing Whittles Maintenance Services to carry out repairs and maintenance and engage contractors on their behalf.

It is understood that Whittles will not issue work instructions to any contractor not satisfying this accreditation process.

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
-----------------	-----------------------

18/04/13 con't

Whittles Maintenance Service - Appointment

Should the Corporation owners decide that they would not avail themselves of the benefits of Whittles contractor accreditation process and that they would attend to all maintenance requirements, including obtaining quotes and instructing contractors to proceed. It is acknowledged that Whittles cannot be involved in this process in any way. On completion of the work, the Corporation Chairman or a person authorised by the Corporation will sign off on the invoice and then forward it to Whittles for payment from the Corporations funds. Whittles cannot be involved in any dispute or negotiation with the contractor and will not coordinate, supervise or oversee their work.

Meeting Fee

The Manager advised that should any owner wish to apply to the Corporation, other than at the annual general meeting, for an approval of any kind, which was for their exclusive benefit the prescribed meeting fee will apply to conduct an Extraordinary General Meeting.

It was agreed that this fee be charged to **the applicant**.

Excess Payment

It was resolved that where repairs are carried out under insurance and the repairs benefit a particular lot, the Corporation will be responsible for the payment of any excess.

07/05/14 Maintenance Supervisor - Confirmed.

19/05/15 No resolutions were recorded

03/05/16 No resolutions were recorded

20/04/17 No resolutions were recorded

20/04/18 No resolutions were recorded

15/04/19 No resolutions were recorded

28/04/20 No resolutions were recorded

09/04/21 No resolutions were recorded

Community Corporation 024850 Inc.
At THORNE CRESCENT, (66 LUTANA CRESCENT), MITCHELL PARK

Page 6

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
20/04/22	No resolutions were recorded
27/04/23	No resolutions were recorded
26/04/24	No Resolutions Recorded

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

CP 24850

THIS IS SHEET **3** OF **3** SHEETS

APPROVED



DEPOSITED
27/8/2008



PRO REGISTRAR-GENERAL

APPLICATION **11003874**

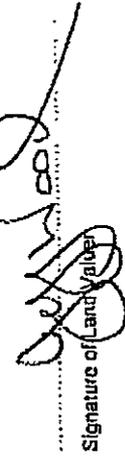
SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED
14	1A 3,333	
15	1B 3,333	
16	1C 3,334	
AGGREGATE		10,000

CERTIFICATE OF LAND VALUER

I, **JEFFREY WOOD**, being a Land Valuer within the meaning of the Land Valuers Act 1994 certify that this schedule is correct for the purposes of the Community Titles Act 1996.

Dated the **27th** Day of **JULY** 2008



Signature of Land Valuer

C24850

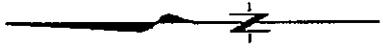
SHEET 2 OF 2

12039_pland_1_V02_Version_4

BEARING DATUM: (1)-(2) 355°03'10"

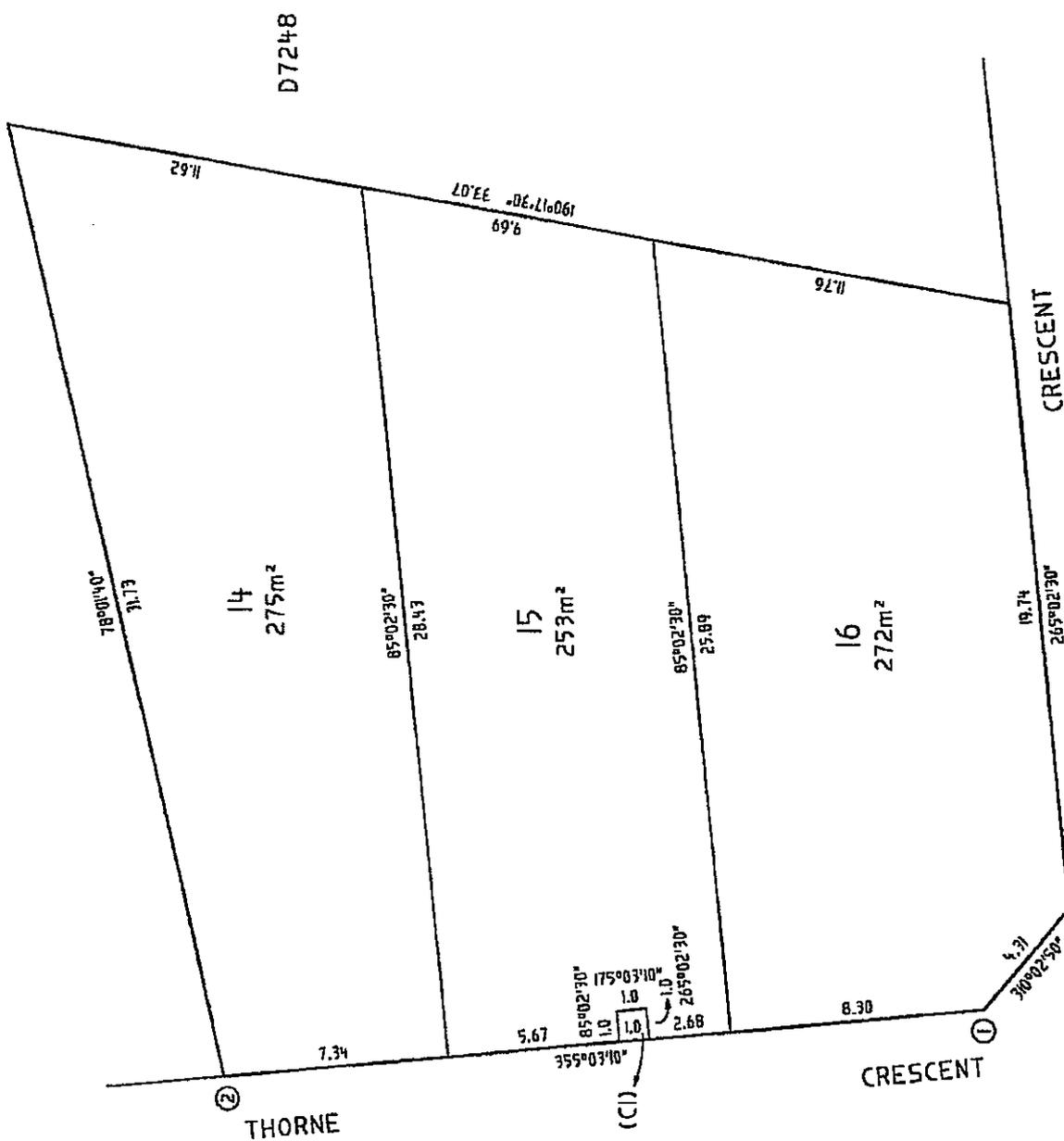
DERIVATION: FX51462

TOTAL AREA: 800m²



HENNIG & Co. Pty. Ltd
LICENSED SURVEYORS
CADASTRE HOUSE
108 GILLES STREET, ADELAIDE, 5000
PHONE (08)82236346 FAX: (08)82236366
EMAIL: hennig@hennig.com.au
REF: H117 Drg. No. H117CP.LCD 02/06/08 bch

LOCATION PLAN



PURPOSE: PRIMARY COMMUNITY	AREA NAME: MITCHELL PARK	APPROVED: GLENN WESTTHORP 18/08/2008	 C24850
MAP REF: 662701/C	COUNCIL: THE CORPORATION OF THE CITY OF MARION	DEPOSITED: MARK MCNEIL 27/08/2008	SHEET 1 OF 2
LAST PLAN: F51462	DEVELOPMENT NO: 100/C036080001/17336	12039_text_01_v04_Version_4	

AGENT DETAILS: HENNIG & CO PTY LTD
275 MARION ROAD
NORTH PLYMPTON SA 5037
PH: (08) 82970683
FAX: (08) 82971170

SURVEYORS CERTIFICATION: I Jeffrey Charles Fudge, a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996 to a scale prescribed by regulation 24th day of July 2008 Jeffrey Charles Fudge Licensed Surveyor

AGENT CODE: HENN
REFERENCE: 14117

SUBJECT TITLE DETAILS:		NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
PREFIX	VOLUME	231	D	7248	ADELAIDE		
CT	5315	637					

OTHER TITLES AFFECTED:

EASEMENT DETAILS:	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION

ANNOTATIONS: THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 01 / 04 / 2008
THE COMMON PROPERTY IS DESIGNATED (C1) FOR LAND INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE A LEGAL IDENTIFIER FOR THE COMMON PROPERTY

Orig. LF 11003875



11:50 23-Jul-2008

2 of 2

Fees: \$0.00

Prefix
LF
Series No.
2

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER
THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &
STAMP DUTY PURPOSES ONLY**

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: Duncan Sande & Associates DUSA 230

Correction to: Duncan Sande & Associates DUSA 230

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

- 1
- 2
- 3
- 4

PICK-UP NO.	
CP	

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

ITEM(S)	AGENT CODE

CORRECTION	PASSED
FILED 21/8/2008 <i>Mark McNeil</i>	<i>[Signature]</i>
 PRO REGISTRAR-GENERAL	

R-G 010107

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

BY LAWS
DEVELOPMENT No 100 / C036 / 08

BY LAWS

COMMUNITY PLAN NUMBER 24850

66 LUTANA CRESCENT,

MITCHELL PARK SA 5043

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

BY LAWS
DEVELOPMENT No 100 / C036 / 08

COMMUNITY TITLES ACT AND REGULATIONS 1996.
MANAGEMENT BY LAWS

WARNING

The terms of these By Laws are binding upon the Community Corporation, the Owners, Occupiers and Lessees of the Community Lots and all persons entering upon the Community Parcel.

These By Laws relate to the control and preservation of the essence or theme of the Community Corporation and as such may only be amended or revoked by unanimous resolution of the Community Corporation in accordance with Section 39 of the Community Titles Act 1996.

If the whole or any part of a provision of these By Laws is invalid, unenforceable or of illegal intent, it is severed. The remainder of these By Laws will have full force and effect.

INDEX

1. Definitions

PART 1

1. Permitted Use

PART 2 - MANDATORY BY LAWS

- 1 Common Property**
- 2 Pergolas**
- 3 Installation of Airconditioning Units**
- 4 Garden Sheds**
- 5 Control of Lessees and Licensees**
- 6 Maintenance of the Common Property**
- 7 Operation and Management of the Scheme**
- 8 Internal Fencing**
- 9 Garbage**
- 10 Service Infrastructure**
- 11 Insurance**
- 12 Maintenance of a building on a Lot**
- 13 Maintenance of Landscaping on Lots**
- 14 Keeping of Pets**
- 15 Right of Peaceful Enjoyment**
- 16 Community Corporations Right to Recover Money**
- 17 Display of Advertisements**
- 18 Payment of S A Water Rates**
- 19 Community Corporation not Liable for Damage**
- 20 Rules**
- 21 Application of Section 35 (2) of The Act**

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

BY LAWS
DEVELOPMENT No 100 / C036 / 08

DEFINITIONS

UNLESS THE CONTRARY INTENTION APPEARS THE FOLLOWING
APPLIES;

- A. Reference to 'The Act' means the Community Titles Act 1996.
- B. Reference to the 'Regulations under the Act' means the Community Titles Act Regulations 1996.
- C. The Corporation means the Community Corporation No. 24850 Inc. constituted in accordance with part 9 of the Act.
- D. Reference to a Lot means a reference to a Community Lot comprised within Community Plan No. 24850 and as defined in The Act.
- E. Rules means the rules made by the Corporation pursuant to the power contained in these By Laws and the Act.
- F. Singular includes the plural and vice versa.
- G. Reference to "the Council" means the City of Marion
- H. Reference to the masculine includes the feminine and includes a firm, a body Corporate, and Association or an Authority.
- I. Reference to "the Common Property" means the Community Common Property for Community No. 24850

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

BY LAWS
DEVELOPMENT No 100 / C036 / 08

PART 1

Permitted Use.

1. No dwelling shall be used or occupied for any purpose other than that of a Residential dwelling.
2. There shall be no alterations or additions to the exterior of the building unless they are harmonious and in context with the design and concept of the development as a whole and are only to be undertaken with the prior written approval of the Corporation being first had and obtained by majority vote which said approval shall not be unreasonable withheld by the Corporation.

PART 2

Mandatory By Laws

1. **By Law 1, Common Property**
 - 1.1 The Common Property is delineated on sheet 1 of the Primary Plan of the scheme and marked (C1) thereon.
 - 1.2 The Community Corporation is responsible for the control, administration, management, use and maintenance of the Common Property
 - 1.3 The Community Corporation shall not be liable or responsible for any damage or theft to, or of any item owned by, or placed or left by or with, the authority of a lot Owner on a Community Lot for any reason whatsoever
 - 1.4 The Community Corporation shall maintain public liability insurance over the common property, and insurance to provide for the ongoing repairs and maintenance of and or replacement of the underground pipes and other services that comprise and constitute the service easements and any other common services to the community lots.

2. By Law 2, Pergolas

It shall be permitted that the Proprietors of Lots may construct Pergolas subject to the following limitations;

- 2.1. Subject to compliance with Council approvals and regulations that shall be first had and obtained.

3. By Law 3, Installation of Airconditioning Units

It shall be permitted that the Proprietors of Lots may install Airconditioning Units subject to the following limitations;

3.1 Existing Air Conditioning Units

Existing air conditioning units are excluded herefrom, however any future replacement of an air conditioning unit shall be required to comply with this condition. Any variation to this requirement shall require the written consent of the Corporation being obtained as the result of a majority vote.

3.1. Roof Mounted Units

- a. The colour of the Airconditioning Unit must be similar to that of the Roof on which it is installed, and
- b. Airconditioning Units may only be installed on that portion of the roof, and in a manner such that it shall not be visible from the dwelling located on the other Lot or from the outside areas of the other Lot.

3.2 Split System Units

Where it is necessary to mount the main Airconditioning Unit on the ground or wall, it shall only be installed in a location where it shall not be visible from the adjacent Lot, and be located in such a manner that the noise of the system shall not create a disturbance to the other lot owners.

3.3. Prohibited Airconditioning Systems

An Airconditioning System which protrudes through a wall or window is not permitted.

4. By Law 4, Garages Carports and Garden Sheds

Proprietors of Lots may install a Garage, Carport or Garden Shed with the following limitations:-

- 4.1. Garages, carports and/or Garden Sheds may only be installed in accordance with Council approval, and
- 4.2. Must be of colourbond steel construction and in an harmonious colour with the dwelling.

5. By Law 5, Control of Lessess and Licensees

- 5.1. These By Laws shall apply to Lessees and Licensees of Community Lots.
- 5.2. A Proprietor whose Lot is the subject of a Lease or Licence agreement must provide the Lessee or Licensee with a copy of this Management statement.
- 5.3. It shall be the responsibility of the Proprietor whose Lot is subject to a Lease or Licence to take all reasonable steps including without limitation, any action available to him under the Lease or License agreement to ensure that the Lessee or Licensee of the lot and any person on the Community Parcel with the consent (express or implied) of the Lessee or Licensee complies with the By Laws of the scheme.

6. By Law 6, Maintenance of the Common Property

- 6.1 The Community Corporation may contract with persons to provide maintenance services in connection with Common Property.
- 6.2 The Community Corporation must levy a contribution on it's members (Lot Owners) for any costs associated with maintaining the Common Property in accordance with the Lot Entitlements for each respective Lot and in accordance with Section 20 of the Act.
- 6.3 Maintenance contracts may be terminated by a majority resolution of the Corporation.

7. By Law 7, Operation and Management of the Scheme

- 7.1 The Corporation shall be constituted in accordance with and shall have the powers, duties and obligations contained in part 9 of the Act.
- 7.2 The Corporation may appoint a Manager to Administer to the extent permitted by regulations made under the Act, on behalf of the Corporation;
- a/ The functions and obligations of the Corporation under the Act, and,
- b/ The Administration and enforcement of these By Laws and the Rules.
- 7.3 The Manager is to be appointed on a contract that is subject to annual review by the Corporation.
- 7.4 If on an annual review the Corporation is dissatisfied with the performance of the Manager, the Corporation may terminate the Corporation Management contract.
- 7.5 A Lot Owner may cast one (1) vote in respect of their Community Lot on any matter arising for decision at a General Meeting of the Corporation.

8. By Law 9, Fencing

- 8.1 The Fences Act 1975 (as amended) applies as between Owners of adjoining Community Lots.
- 8.2 Notwithstanding By Law 8 (1) above where fencing is in need of replacement, it shall be replaced by fencing of the same type, design, height and colour as the existing fence, unless otherwise agreed to in writing by the Corporation pursuant to a majority vote.

9. By Law 9, Garbage

- 9.1 The Occupiers of the respective Community Lots must provide a garbage bin for the storage of garbage upon their lots and ensure that arrangements are made for the collection of garbage by the Local Council, or it's contractor in accordance with that Council's By Laws and garbage collection arrangements.
- 9.2 Garbage bins shall be stored upon the Community Lot in a position such that it is not visible from outside the Lot.

- 9.3 Lot Owners shall place garbage bins for collection at the kerbside on Lutana Crescent in such a position so as not to affect traffic on either Lutana Crescent nor obstruct access to the driveway.

10. By Law 10, Service Infrastructure

The Community Corporation shall be responsible for the maintenance, repair and replacement of the Service Infrastructure within the Common Property and where it passes through Community Lots to service another Lot.

11. By Law 11, Insurance

- 11.1 The Corporation must review on an annual basis all Insurances affected by it for the Common Property and the need for new Insurances. Such insurance by the Corporation shall include Public Liability insurance for a minimum amount of Ten Million Dollars (\$10,000,000.00) and adequate insurance to provide for the ongoing maintenance repair and replacement costs of all underground services and pipes.
- 11.2 Notice of an Annual General Meeting of the Community Corporation must include a form of motion to decide whether Insurances affected by the Community Corporation should be confirmed, varied or extended, and
- 11.3 The Community Corporation must immediately effect new Insurances or vary or extend existing Insurances if there is an increased risk or a new risk.
- 11.4 A Proprietor or Occupier of a Community Lot must not, except with the approval of the Community Corporation, do anything that might;-
- a/ void or prejudice Insurance effected by the Community Corporation; or
 - b/ increase any Insurance Premium payable by the Community Corporation.
- 11.5 Each Proprietor of a Lot shall insure all buildings and other improvements on the Lot. The Insurance must be against risks that a normally prudent person would insure against; and
- a/ must be for the full cost of replacing the Building or Improvements with new Materials; and
 - b/ must cover incidental costs such as demolition, site clearance, Architects fees and Engineering fees.

11.6 The Proprietor of each Lot must provide the Community Corporation, as requested by the Community Corporation from time to time, evidence of a current policy of Insurance effected by the Proprietor in terms of this By Law.

12. By Law 12, Maintenance of Building on a Lot

12.1 The Proprietor or Occupier of a Lot shall maintain the exterior of the building without limitation, always keep same clean and tidy and in good repair and condition and so as to maintain the harmonious appearance of the development as a whole.

12.2 The Proprietor or Occupier of a Lot must carry out all required maintenance on the exterior of the buildings on a Lot in a proper and workmanlike manner, so as not to diminish or impede the other Lot Owners enjoyment of their respective Lot and to the satisfaction of the Community Corporation.

13. By Law 13, Maintenance of Landscaping on Lots

13.1 The Proprietor or Occupier of a Lot must ensure the landscaping upon that Lot is always maintained and kept neat and tidy and free of rubbish and to meet the reasonable standards set by the Community Corporation.

13.2 Lot Owners are permitted to alter the landscaping within certain limitations including compliance with the following:

a/ no trees shall be planted that will cause or have the potential to cause damage to the foundations of any dwelling or other structure, and

b/ no tree, plant, shrub, bush etc shall be planted that exceeds, or shall be allowed to exceed a height of 4.00m.
(existing vegetation excluded)

14. By Law 14, Keeping of Pets

14.1 The Proprietor or Occupier of a Lot shall be permitted to keep a pet, of reasonable size (cat or dog), upon a Lot or Common Property.

14.2 The Proprietor or Occupier of a Lot must ensure the animal is confined to the Lot.

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

BY LAWS
DEVELOPMENT No 100 / C036 / 08

14.3 The Proprietor or Occupier of a Lot who chooses to keep a pet shall be liable to the Proprietors or Occupiers of the other Lot for any noise which is disturbing to an extent which is unreasonable and for any damage to or loss of Property or injury to any person(s) caused by the animal, and

14.4 Is responsible for cleaning up after the animal from any part of another Lot.

15. By Law 15, Right of Peaceful Enjoyment

15.1 No Proprietor, Occupier or person lawfully upon a Lot or Common Property shall impede, interfere with or prevent the peaceful enjoyment of another Lot.

16. By Law 16, Community Corporations Right to Recover Money

16.1 The Corporation may recover any money owing to it under the By Laws or by application of the Act as a debt.

16.2 In the event of default in payment to the Corporation for a period of exceeding 14 days the Corporation may charge default interest of 2% above the interest rates quoted by the Corporation's Bankers on overdraft accommodation for amounts of less than \$100,000.00 on the full amount of the outstanding debt commencing from the day that the money becomes due for payment.

16.3 The Proprietor or Occupier of a Lot must pay or reimburse the Corporation for costs, damages and expenses incurred in connection with the contemplated or actual enforcement of the By Laws, in relation to that Proprietor or Occupier, upon demand.

17. By Law 17, Display of Advertisements

17.1 A person must not display an advertisement on a lot or the common property without the approval of the Corporation.

17.2. However this section does not prevent the display of an advertisement associated with the sale or lease of a community lot.

18. By Law 18, Payment of SA Water Rates

18.1 If there is only one water connection and if each Lot has its own sub meter for recording of water use, S.A Water will only provide one account for the payment of water use by all Lots. Payment of water use shall be the responsibility of the owners by referral of all accounts for payment of same to the Corporation Secretary. However if each Lot has a separate water connection and a SA Water meter, individual accounts will be issued by SA Water, to each Lot owner.

19. By Law 19, Community Corporation not Liable for Damage

The Community Corporation is not liable for damage to or loss of property or injury to any person(s) on or near a Community Lot due to any cause other than the negligence or a fraud of the Community Corporation or any employee or agent of the Community Corporation.

20. By Law 20, Rules

20.1 The Community Corporation may make Rules relating to the control, management, operation, use and enjoyment of the Community Parcel.

20.2 The Community Corporation may in accordance with the Terms contained in the Community Titles Act 1996 add to or alter the Rules.

20.3 The Community Corporation may not make, add to or alter a Rule so that it becomes inconsistent or in conflict with the Community Titles Act, Development Act or these By Laws.

20.4 Rules bind a Proprietor, Occupier, Mortgagee In Possession and Lessee, or Licensee of a Lot.

21 . Application of Section 35 (2) of The Act

The provisions of Section 35(2) of The Act apply to this Scheme in that the Community Corporation is exempt from compliance with the following requirement:

21.1.1 the need to maintain a register of the names of the owners of the community lots.



Certificate of Insurance

ABN 29 008 096 277

Rupert Taplin
Community Corporation 24850
c/- Whittles Strata Management
P.O. Box 309
KENT TOWN SA SA 5071

Date: 30.07.2024
Invoice No: I4598685

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 Strata/Community Corporation -
Insurer CHU Underwriting Agencies Pty Ltd
Level 13, 431 King William Street
Adelaide SA 5000
Period 31.08.2024 to 31.08.2025
Policy No. CAH0008538

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.

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

Community Corporation 24850
Strata/Community Corporation -

STRATA/COMMUNITY CORPORATION - DOMESTIC

INSURED:

Community Corporation 24850 Inc

SITUATION:

1A,1B,1C Thorne Crescent, MITCHELL PARK SA 5043

POLICY (1)	COMMUNITY PROPERTY	\$	50,000
	COMMUNITY INCOME	\$	7,500
	COMMON AREA CONTENTS	\$	0
POLICY (2)	LIABILITY TO OTHERS - Limit of Liability	\$	20,000,000
POLICY (3)	VOLUNTARY WORKERS - Refer to Table of Benefits		
	Death	\$	200,000
	Total Disablement (per week)	\$	2,000
POLICY (4)	FIDELITY GUARANTEE	\$	100,000
POLICY (5)	OFFICE BEARERS' LEGAL LIABILITY	\$	500,000
POLICY (6)	MACHINERY BREAKDOWN		Not Selected
POLICY (7)	CATASTROPHE		Not Selected
POLICY (8)	GOVERNMENT AUDIT COSTS & LEGAL EXPENSES		
	Part A - Government Audit Costs	\$	25,000
	Part B - Appeal Expenses - common property health & safety breaches	\$	100,000
	Part C - Legal Defence Expenses	\$	50,000

FLOOD COVER IS INCLUDED

Flood Cover Endorsement

Flood cover is included.

The following terms and conditions of Your Policy is hereby amended by this endorsement and should be read in conjunction with, and as forming part of Community Association Insurance Plan.

Policy 1, Exclusion 1. a. "caused by Flood" is hereby removed.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Policy 1 - Community Property

Standard: \$300

Other excesses payable are shown in the Policy Wording.

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

Community Corporation 24850
Strata/Community Corporation -

Please refer to the Product Disclosure Statement for Policy Limitations

MAJOR EXCLUSIONS :Terrorism
Others As Per Policy

Community Association Insurance Plan



Product Disclosure Statement
and Policy Wording



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Date of preparation: 30 September 2021

Date effective: 1 January 2022

QM563 - 0122

Throughout the Policy Wording there are limits of time and value that may apply to coverages. There are also different excess payments that can apply. The below tables show a summary of any these limits and excesses.

This summary does not include all details of the limits that apply and You must refer to each limit or excess individually for the full details.

Sub-limit (\$) table

POLICY SECTION	SUB-LIMIT	WHAT WE'LL PAY
Policy 1 – Community Property and Policy 10 - Lot Owners' Homes	Emergency cost of minimising loss Reasonable repair costs to minimise insured loss and avoid future losses	No more than \$2,000
Policy 1 – Community Property and Policy 10 - Lot Owners' Homes	Special Benefit 1e - Cost of reletting When You have leased out Your Lot/Unit or Common Area We will pay reasonable reletting costs if it is made unfit to be occupied for its intended purpose	Up to \$1,500 a Lot/Unit or Common Area
Policy 1 – Community Property and Policy 10 - Lot Owners' Homes	Special Benefit 1f - Meeting room hire for the purpose of holding Your annual general meeting or committee meetings if You are unable to occupy the meeting room facilities forming part of Your Community Property and/or Home	Up to \$5,000 for the cost of hiring temporary meeting room facilities
Policy 1 – Community Property and Policy 10 - Lot Owners' Homes	Special Benefit 2 - Alterations/additions When You make alterations, additions or renovations to Your Community Property and/or Home during the Period of Insurance	Up to \$100,000 for Damage to such alterations, additions or renovations
Policy 1 – Community Property and Policy 10 - Lot Owners' Homes	Special Benefit 5 - Electricity, gas, water and similar charges – excess costs any one Period of Insurance for increased usage of metered electricity, gas, sewerage, oil and water You are legally required to pay following loss or Damage by an Event admitted as a claim	Up to \$2,000
Policy 1 – Community Property and Policy 10 - Lot Owners' Homes	Special Benefit 6 - Electricity, gas, water and similar charges – unauthorised use any one Period of Insurance for the cost of metered electricity, gas, sewerage, oil and water You are legally required to pay following its unauthorised use	Up to \$2,000 for the cost of increased usage, accidental discharge or additional management charges of metered electricity, gas, sewerage, oil and water
Policy 1 – Community Property	Special Benefit 7 - Environmental improvements for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar	Up to \$10,000 for the cost of additional environmental improvements
Policy 1 – Community Property and Policy 10 - Lot Owners' Homes	Special Benefit 8 of Policy 1 and Special Benefit 9 of Policy 10 - Exploratory costs, Replacement of defective parts <ul style="list-style-type: none"> repairing or replacing the defective part or parts of such tanks, apparatus or pipes rectifying contamination Damage or pollution Damage to land at Your Situation caused by the escape of liquid 	<ul style="list-style-type: none"> to a limit of \$1,000 to a limit of \$1,000
Policy 1 – Community Property and Policy 10 - Lot Owners' Homes	Special Benefit 9 of Policy 1 and Special Benefit 10 of Policy 10. Fallen trees for removal and disposal of trees or branches that have fallen and caused Damage to Your Community Property	Up to \$5,000
Policy 1 – Community Property and Policy 10 - Lot Owners' Homes	Special Benefit 11 of Policy 1 and Special Benefit 13 of Policy 10 - Keys, lock replacement for re-keying or re-coding locks or replacing locks if keys to Your Community Property and/or Homeware stolen as a consequence of forcible entry	Up to \$5,000
Policy 1 – Community Property and Policy 10 - Lot Owners' Homes	Special Benefit 12 of Policy 1 and Special Benefit 14 of Policy 10 - Landscaping for reasonable costs You necessarily incur in replacing or repairing Damaged trees, shrubs, plants, lawns or rockwork at Your Situation Damaged by a claimable Event.	Up to \$10,000
Policy 1 – Community Property	Special Benefit 13 - Lot owner's contributions and fees for contributions, levies, maintenance and other fees required to be paid by individual Lot Owners should they be unable to be collected if their Home is made unfit to be occupied for its intended purposes by loss or Damage admitted as a claim.	Up to \$2,000 a Lot
Policy 1 – Community Property	Special Benefit 14 - Money for loss of Your money whilst in personal custody of an Office Bearer, committee member or Your Community Association Manager/Agent	Up to \$10,000
Policy 1 – Community Property and Policy 10 - Lot Owners' Homes	Special Benefit 15 of Policy 1 and Special Benefit 16 of Policy 1 - Mortgage discharge to discharge any mortgage over Your Community Property and/or Home if it becomes a total loss and is not replaced	Up to \$5,000

Community Association Insurance Plan



POLICY SECTION	SUB-LIMIT	WHAT WE'LL PAY
Policy 1 – Community Property	Special Benefit 16 - Personal property of others for the Indemnity Value of personal property of others which are lost or Damaged by a claimable Event while in Your physical or legal control	Up to \$10,000
Policy 1 – Community Property and Policy 10 - Lot Owners' Homes	Special Benefit 17 - Pets, security dogs for boarding pets or security dogs if Your Community Property and/or Home is rendered unfit for its intended purpose	Up to \$1,000
Policy 1 – Community Property	Special Benefit 19 - Damaged Office Records for 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 Community Property	Up to \$50,000
Policy 1 – Community Property and Policy 10 - Lot Owners' Homes	Special Benefit 20 of Policy 1 and Special Benefit 19 of Policy 10 - Removal, storage costs for reasonable costs to remove, store and insure undamaged portion of Your Community Property and/or Home following loss or Damage admitted as a claim	Up to \$10,000
Policy 1 – Community Property and Policy 10 - Lot Owners' Homes	Special Benefit 21 of Policy 1 and Special Benefit 20 of Policy 10 - Removal of squatters for legal fees incurred to repossess Your Community Property and/or Home if squatters are living in it	Up to \$1,000
Policy 1 – Community Property and Policy 10 - Lot Owners' Homes	Special Benefit 22, Title deeds for reasonable costs incurred in replacing Title Deeds to Your Community Property and/or Home if lost or damaged by a claimable Event	up to \$5,000
Policy 1 – Community Property and Policy 10 - Lot Owners' Homes	Special Benefit 23 of Policy 1 and Special Benefit 22 of Policy 10 - Water removal from basement for reasonable costs incurred in removing water from basement or undercroft areas of Your Community Property and/or Home if such inundation is directly caused by Storm or Rainwater	Up to \$2,000
Policy 8 – Catastrophe	Special benefits Total amount payable under Policy 8 for Special Benefits 1 to 4	a. Temporary accommodation/rent: 15% b. Escalation in costs: 5% c. Removal storage and cost of evacuation: 5%
Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses	Additional Benefit 1. Record Keeping Audit Professional Fees You reasonably incur with Our written consent, which We will not unreasonably withhold in connection with a Record Keeping Audit.	Up to \$1,000 in any one Period of Insurance for Professional Fees
Policy 10 – Lot Owners' Homes	Special Benefit 7 - Emergency accommodation for reasonable cost of emergency accommodation should Your Home be made unfit to be occupied or access is prevented as a result of Damage from a claimable Event	Up to \$1,500
Policy 10 – Lot Owners' Homes	Special Benefit 8 - Environmental improvements for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar	Up to \$2,000 for the cost of additional environmental improvements
Policy 10 – Lot Owners' Homes	Special Benefit 12 - Funeral expenses if You or a family member permanently residing with You in Your Home dies as a direct consequence of loss or Damage admitted as a claim	Up to \$5,000
Policy 10 – Lot Owners' Homes	Special Benefit 15 - Modifications for modifications to Your Home if You are physically injured and become a quadriplegic or paraplegic as a direct consequence of loss or Damage admitted as a claim.	Up to \$25,000



Sub-limit (time) table

POLICY SECTION	SUB-LIMIT	TIME LIMIT
Policy 1 – Community Property and Policy 10 - Lot Owners’ Homes	<p>Special Benefit 1c -Disease, murder and suicide</p> <p>if You are not permitted to occupy Your Community Property and/or Home by order of the Police, a Public or Statutory Authority, other body, entity or person so empowered by law, due to:</p> <ul style="list-style-type: none"> the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plant cooling towers and the like; a human infectious or contagious disease, except for communicable disease; murder or suicide; occurring at Your Situation. 	Not exceeding a maximum of 30 days
Policy 1 – Community Property and Policy 10 - Lot Owners’ Homes	<p>Special Benefit 1d - Failure of supply services</p> <p>if Your Community Property and/or Home is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from Damage by an Event claimable under Policy 1</p>	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 day

Excess table

POLICY SECTION	DESCRIPTION OF EXCESS	EXCESS AMOUNT TO PAY
Policy 1 – Community Property and Policy 10 - Lot Owners’ Homes	Earthquake excess	\$500 during any one period 72 consecutive hours
Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses	<p>Additional excess</p> <p>This excess applies to each and every Claim made under Policy 9</p>	\$1,000



Product Disclosure Statement

Important Information and Notices

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

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

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

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

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

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

About QBE

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

We have authorised the information contained in this PDS.

Authority to act on Our behalf

We have given CHU Underwriting Agencies Pty Ltd ABN 18 001 580 070 (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 act as Our agent, and not Yours, but liability within the terms and conditions of the Policy remains at all times with QBE.

About CHU

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

For more information or to make a claim

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

what You need to do in the event of a claim.

What You should read

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

- all of the Product Disclosure Statement - this information is designed to help You understand this insurance and Your rights and obligations under it;
- the Policy Wording part which commences on page 10. It tells You about:
 - what makes up the insurance (i.e. Your contract with Us which We call a Policy);
 - important definitions that set out what We mean by certain words;
 - the cover We can provide (see **Policies 1 to 10**);
 - what excesses You may have to pay;
 - when You are not insured (see **General exclusions** and other exclusions under **Policies 1 to 10**);
 - what You and We need to do in relation to claims
 - Yours and Our cancellation rights.
- the relevant quote/proposal form You need to complete to apply for cover (if applicable);
- any Schedule when it is issued to You; and
- any other documents We may give You which vary Our standard terms of cover set out in this document.

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

Claims made and Notified Insurance

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

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

Privacy

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

We take the security of Your personal information seriously.

We will collect personal information when You deal with Us, Our agents, other companies in the QBE group or suppliers acting on Our behalf. We use Your personal information so We can do business



with You, which includes issuing and administering Our products and services and processing claims. Sometimes We might send Your personal information overseas. The locations We send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom We collect personal information, as well as where We store it and the full list of ways We could use it. To get a copy at no charge by Us please visit qbe.com.au/privacy

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

Significant features and benefits

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

What You are covered for / not covered for

Policy 1 – Community Property

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

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

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

Policy 2 – Liability to Others

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

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

Policy 3 – Voluntary workers

We pay to a Voluntary Worker, or that person's estate, the

corresponding benefits set out in the Table of Benefits in **Policy 3** – in the event of such Voluntary Worker sustaining bodily injury during the Period of Insurance whilst voluntarily engaged in work on Your behalf and caused accidentally and which, independently of any other cause, results in one of the insured events as set out in the Table of Benefits.

Policy 4 – Workers Compensation

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

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

Policy 5 – Fidelity Guarantee

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

Policy 6 – Office Bearers' Legal Liability

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

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

Policy 7 – Machinery Breakdown

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

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

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

Policy 8 – Catastrophe insurance

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

- due to the happening of an Event for which the Insurance Council of Australia issues a catastrophe code or other Event which occurs no later than 60 days after the Catastrophe; and
- the Event giving rise to the loss is admitted as a claim under **Policy 1** – Community Property.

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

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



Policy 10 – Homes

Homes are covered for accidental loss or Damage that occurs during the period of insurance. This cover also includes additional and special benefits up to specified limits.

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

The cost of this insurance

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

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

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

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

Paying Your Premium

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

Other costs, fees and charges

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

Administration Fee

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

Refund of Premium

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

Commissions

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

Confirming transactions

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

Sending You documents

We may send letters, policy and other related documents to You. If We email them to You, We'll consider the email to be received by You 24 hours after We send it.

Please make sure We have Your current email and mailing address on record and let Us know as soon as these change

How to make a claim

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



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

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

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

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

Cooling off period

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

To cancel Your Policy within the cooling off period, contact Us in writing or by email. This cooling off right does not apply if You have made or are entitled to make a claim.

Cancellation

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

Further details about cancellation are shown in the General Conditions.

General Insurance Code of Practice

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

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

Complaints

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

Step 1 – Talk to Us

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

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

Step 2 – Customer Relations

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

You can also contact the Internal Dispute Resolutions Team directly:

Phone:	1300 361 263
Email:	complaints@chu.com.au
Post:	PO Box 500, North Sydney NSW 2059 or Level 33, 101 Miller Street, North Sydney NSW 2060

Step 3 – Still not resolved?

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

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

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

More information

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

Complaints just about privacy

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

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



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
Post:	GPO Box 3, Melbourne VIC 3001

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 (Phone calls from mobiles, public telephones or hotel rooms may attract additional charges).
Online	www.apra.gov.au/financial-claims-scheme-general-insurers

Monetary limits on the cover

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

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

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

Payment of Excesses

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

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

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

GST Implications

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

- a the amount of Premium payable by You for this Policy includes an amount on account of the GST on the Premium (including any additional fees that may be charged by CHU);
- b the Sum Insured and other limits of insurance cover shown in Your Policy documentation are GST inclusive. When We pay a claim, Your GST status will determine the maximum amount We pay You.

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



Policy Wording

Our Agreement

The agreement between You and Us consists of:

- a the PDS and Policy Wording;
- b the Schedule; and
- c any Endorsement(s).

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

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

Excesses

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

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

How much We will pay

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

General definitions

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

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.

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.

Common Area

means the area at Your Situation that is not part of any Lot.

Communicable Disease

means:

- a Rabies;
- b Cholera;
- c Highly Pathogenic Avian Influenza;
- d Any disease determined by the World Health Organisation to be a Public Health Emergency of International Concern (PHEIC);
- e Any disease determined to be a 'listed human disease', or any disease in respect of which a 'biosecurity emergency' or 'human biosecurity emergency' is declared, under the Biosecurity Act 2015 (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation. A reference to Listed Human Disease shall have the meaning found in any replacement definition, in any amendment, re-enactment or successor legislation.

Community Association

means the owner(s) of Your Community Property and Common Area incorporated under the Community Titles Act, Body Corporate and Communities Management Act, Community Land Management Act or similar legislation applying where Your Community Property and Common Area is situated.

Community Association Manager/Agent

means the person or other entity appointed in writing by Your Community Association with delegated functions including the authority to act as an Office Bearer in terms of the Community Titles Act, Body Corporate and Community Management Act, Community Land Management Act or similar legislation applying where Your Community Property and Common Area is situated.

Community Income

means money received for:

- a rent, lease or other charges payable by any person or entity for the use of occupation of Community Property;
- b services disclosed in the application and We agree to cover; or
- c services subsequently advised to Us and We agree to cover.

In this definition 'rent' or 'lease' means an amount of money calculated on the basis of the annual rentable or lease value (including any 'outgoings' payable by a tenant or lessee) that applied immediately prior to the happening of loss or Damage.

Community Income does not include money due as contributions, maintenance fees or levies payable by Lot Owners in terms of the Community Titles Act, Body Corporate and Community Management Act, Community Land Management Act or similar legislation applying where Your Community Property and Common Area is situated.

Community Property

means:

- a building or buildings as defined by the Community Titles Act, Body Corporate and Community Management Act, Community Land Management Act or similar legislation applying where Your Community Property and Common Area



is situated, including:

- i outbuildings;
 - ii fixtures and structural improvements;
 - iii in-ground 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 within the Common Area but not those services contained within the boundaries of a Lot Owner's Lot.
- b** Common Area contents (but not so as to limit the generality thereof):
- i furniture, furnishings, household goods, light fittings, internal blinds, curtains, fire extinguishers and the like;
 - ii built-in or free standing appliances such as dishwashers, washing machines and dryers, other electrical items;
 - iii carpets (whether fixed or unfixed), floor rugs;
 - iv swimming pools or spas that are not in-ground;
 - v swimming pool or spa covers and accessories;
 - vi wheelchairs, garden equipment including lawn mowers, golf carts, golf buggies or other similar type items but only if such item is not required to be registered;

that You own or have legal responsibility for:

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

Community Property does not include:

- aircraft, caravans, trailers, Vehicles (other than garden appliances not required to be registered), hovercraft and Watercraft including their accessories or spare parts whether fitted or not;
- livestock, fish, birds or other animals;
- money, other than as covered under **Special Benefit 14 of Policy 1**;
- plants, hedges, trees, shrubs, gravel, shale, stones, clay or soil on paths or driveways or tennis courts, soil or bark or mulch in gardens other than as covered under **Special Benefit 12 of Policy 1**;

Computer System

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

Contents

means (but not so as to limit the generality thereof) Lot Owner's business and personal effects, furniture, furnishings, carpets, floor rugs, machinery, plant and stock.

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 after the deduction of any compensation payable by any Public or Statutory Authority.

Cyber Incident

means:

- a Unauthorised or malicious acts and/or the threat of unauthorised or malicious acts, regardless of time or place;
- b Malware or Similar Mechanism;
- c Programming or operator error, whether by the insured or any other person or persons;
- d Any unintentional or unplanned outage, wholly or partially, of the insured's Computer System not directly caused by physical loss or Damage;

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

Damage, Damaged

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

Declared Value Statement

means the statement supplied to Us at the commencement of cover, at the inclusion of any additional Home Building, and on each renewal which shows details of:

- a the Homes Buildings to be insured;
- b any other interested party; and
- c the monetary amount of cover required under **A to D of Policies 10** for each Home Building.

The total of these monetary amounts appears on Your Schedule as the Sum Insured.

Should this Sum Insured be amended during any Period of Insurance or at Renewal without a new Declared Value Statement being provided, the amount applying to any one Home will be adjusted in direct proportion to the amended Sum Insured.

Earth Movement

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

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 on the Schedule.

Erosion

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



Escalation in the Cost of Temporary Accommodation

means the difference between:

- a the amount of money payable for rental of accommodation of substantially the same size containing similar facilities and in an equivalent suburban environment as Your Community Property, Home following a Catastrophe or loss from another Event claimable under Policy 8 or Part D of Policies 10 and 11 which occurs no later than 60 days thereafter; and
- b the cost of Temporary Accommodation that would have applied had the Catastrophe or other loss not occurred.

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 loss or Damage, or series of loss or Damage happening from that one Event, that is claimable under this Policy.

Excess

means the amount You must pay towards a claim. You will find the amount of any excess shown on the Schedule or within the Policy.

Extra Expenses

means the costs and expenses in excess of normal operating costs and expenses which are necessarily incurred following the happening of loss or Damage to minimise disruption to or maintain the Service or Services provided.

Extra Expenses include the reasonable cost of:

- additional cost of alternative accommodation;
- relocation expenses;
- modifying alternative accommodation to suit Your requirements;
- hiring temporary furniture, fittings and equipment; and
- any other cost or expense as We may reasonably agree. To obtain Our agreement it must be justified to Us that such expenditure is necessary to minimise disruption to or maintain the Service or Services provided.

In this definition, ‘normal operating costs and expenses’ means those costs and expenses which were incurred in providing the Service or Services during the twelve (12) months (or annual equivalent if the operating period was less than twelve months) immediately prior to the happening of loss or Damage.

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.

Home, Homes

means the building, buildings which is occupied primarily for residential services, including use as a home office or surgery including:

- a outbuildings;
- b fixtures and structural improvements
- c in-ground pools and spas;
- d 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;
- e satellite dishes, radio, television and other antennas including their associated wiring, masts, footings, foundations, moorings and towers;
- f underground and overhead services that are for the exclusive use of the Lot; that You own or have legal responsibility for at or adjacent to Your Situation.

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.

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.

Lot/Lots

means an area shown on a plan as a lot in terms of the Community Titles Act, Body Corporate and Community Management Act, Community Land Management Act or similar legislation applying where the Community Property and Common Area is situated.

Lot Owners, Lot Owners’

means a person, persons or other entity registered as a proprietor or owner of an estate in fee simple in a Lot in terms of the Community Titles Act, Body Corporate and Community Management Act, Community Land Management Act or similar legislation applying where their Lot is situated.

Malware or Similar Mechanism

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

Members

means and is limited to the interest of Proprietors, Members or Lot Owners in respect of the ownership of Your Community Property in terms of the Community Titles Act, Body Corporate and Community Management Act, Community Land Management Act or similar



legislation applying where Your Community Property and Common Area is situated.

Their interest or liability as an owner and/or occupier of a Lot is not included unless otherwise specifically provided by this Policy.

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.

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 4 pm on the day of expiry. The expiry date is shown on the Schedule.

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 persecution;
- 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

Policy

means Your insurance contract which consists of this policy wording and the Schedule.

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.

Premium

means any amount We require You to pay under the Policy and includes Government charges.

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

Rainwater

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

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 Damaged Community Property and/or Home 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 Community Property and/or Home if the cost to rebuild, replace or repair the Damaged portion is less than 25% of what the cost would have been had Your Community Property and/or Home been totally destroyed.

Schedule

means one of the following

- a the policy Schedule sent to You;
- b the renewal notice You have paid;
- c the Endorsement sent to You.

Senior Counsel

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

Service, Services

means

- a maintenance services such as caretaking, Lot inspection, cleaning, repairing or mowing;
- b communication services such as the installation and supply of telephone, intercom, computer or television;
- c domestic services such as garbage removal, air-conditioning or heating;
- d other services disclosed in the application and We agree to cover; or
- e services subsequently advised to Us and We agree to cover; that are provided for the benefit, general use and enjoyment of Lot Owners and occupiers of Lots in Your community scheme.

Situation

means the land at the address(es) shown on the Schedule where:

- a Your Community Property is situated; and
- b for Homes the situation of the Lots forming part or Your Community scheme as shown on the Declared Value Statement and on Your Schedule.

Storm

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



Sum Insured, Limit of Liability

means the amount shown on the Schedule for the Policies We have agreed to cover and is the maximum amount We will pay, inclusive of claimant's costs and expenses recoverable from You, for all claims under each of the Policies during the Period of Insurance, unless otherwise stated in a Policy.

However the maximum amount We will pay for any one Home for loss, Damage or liability arising out of one Event is limited to the amount shown on the Declare Value Statement and on the Schedule for that Home.

Temporary Accommodation

means, as regards to any Community Property or any Home Building 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.

Tsunami

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

Vehicle, Vehicles

means:

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

Voluntary Worker

means a person engaged solely in work or duties on behalf of Your Community Association 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, Tear

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

We, Our, Us

means:

- a QBE Insurance (Australia) Limited ABN 78 003 191 035; and
- b QBE Workers Compensation (NSW) Limited ABN 95 003 195 604 Agent for the NSW WorkCover Scheme ABN 83 564 379 108 in respect of Policy 4 when insurance for New South Wales is provided.

You, Your, Yours

means:

a in respect of Policy 1:

the Community Association named on this Schedule including the interest therein of Members.

b in respect of Policy 2:

the Community Association named on the Schedule including:

- i the interest therein of Members;
- ii the organisers of recreational activities in respect of Additional Benefit 5 of Policy 2;
- iii a Voluntary Worker whilst engaged solely in work or duties on behalf of Your Community Association named on the Schedule, but excludes Office Bearers whilst acting in that capacity.

c in respect of Policies, 3, 4, 5, 7, 8 and 9:

the Community Association named on the Schedule.

d in respect of Policy 6:

the past, present or future Office Bearers and/or committee members of Your Community Association named on the Schedule 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 Community Association Manager/Agent or any other contracted person(s), firm or company when acting in their professional capacity.

e in respect of Policy 10:

the owner of a Home Building shown on the Declared Value Statement and Schedule.

General conditions

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

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

1 Acts or omissions of Your Community Association 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 Community Association Manager/Agent while acting on Your behalf.

2 Alteration of risk

In accordance with Your Duty of disclosure under the Insurance Contracts Act 1984, You must promptly advise Us of any changes in the details of the information You have given Us, or if the nature of the occupation or other circumstances affecting Community Property or Homes is changed in such a way as to increase the risk of loss or Damage or the likelihood of liability losses.

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

3 Cancellation - how Your Policy may be cancelled

Cancellation by You

You may cancel this Policy at any time by telling Us in writing. We will



retain a portion of Premium which relates to the period for which You have been insured together with any non-refundable government taxes, administration fees or charges.

Cancellation by Us

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

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

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

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

- a** not registered for GST We will pay up to the Sum Insured, Limit of Liability or other Policy limit including GST.
- b** registered for GST:
 - 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
 - when We settle direct with You We will pay up to the Sum Insured, Limit of Liability or other Policy limit and
 - where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim We will pay for the GST amount but We will reduce the GST amount We pay by the amount of any Input Tax Credits to which You are or would be entitled.

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.

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

You have to pay or contribute in relation to earthquake or seismological disturbance \$500 in total of the cost of loss or Damage which occurs during any one period of 72 consecutive hours.

7. Reinstatement of Sum Insured

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

This condition does not apply:

- a** when We pay a total loss;
- b** when We pay the full Sum Insured;
- c** to Policy 6 – Office Bearers' Legal Liability
- d** to Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses;
- e** to Special Benefits 6 and 23 of **Policy 1** – Community Property.

8. Governing law and jurisdiction

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

9. Subrogation, recovery action & uninsured loss

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

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

You will need to give Us documents supporting Your loss. Before We include any uninsured loss in the recovery action We will also ask You to agree to the basis on which We will handle Your recovery action.



Where required and within reason, You may need to contribute to legal costs in some circumstances.

10. Related Claims

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

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

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

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

- a failed to comply with the duty of disclosure; or
- b made a misrepresentation to Us before the Policy was entered into;

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

- i You were not aware of the failure or misrepresentation;
- ii as soon as is reasonably practicable upon becoming aware of any such conduct, You advise Us in writing of all known facts in relation to such conduct; and
- iii the conduct of the principals, partners and directors of the Insured are imputed to the Insured.

General Exclusions

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

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

1. Act of Terrorism

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

2. Asbestos

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

3. Electronic Data

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

4. Intentional damage

any deliberate or intentional damage or liability or omission caused or incurred by You or by any person acting with Your express or implied consent.

5. Nuclear

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

6. War, expropriation

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

7. Sanctions limitation and exclusion clause

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

8. Communicable diseases

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

9. Cyber Incident

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

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 illegal for Us to do so.

Claims Conditions

1. What You must do

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

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

2. What You must not do

Whatever the circumstances You must not:

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

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

3. How to make a claim

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

- a inform CHU as soon as possible 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 Community Property and/or Home and take possession of any damaged item if reasonable and required and to deal with it in a reasonable way;
- f** provide Us as soon as reasonably practicable with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the Event.

4. Claim preparation costs and fees

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

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

5. Our approval needed for repairs

Except for essential temporary repairs permitted under Additional Benefit 2 - Emergency and temporary protection costs of **Policy 1** – Community 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 Community Property and/or Home 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.

9. Salvage value

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

10. Contribution and other insurance

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

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

11. Preventing Our right of recovery

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

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.



Policy 1 - Community Property

Policy 1 is a 'broad form' accidental loss and Damage insurance contract in terms of the Insurance Contracts Act, 1984.

What We insure

We insure You up to the Sum Insured shown on the Schedule for **Policy 1** against ACCIDENTAL LOSS or DAMAGE to Your Community Property which occurs during the Period of Insurance.

Additional benefits

When Your Sum Insured for **Policy 1** is not otherwise expended in respect of any one Event We will pay for:

1 Architects and professional fees, removal of debris

- a the cost of architects fees, surveyors fees and other professional fees;
- b the cost of removal, storage and/or disposal of debris, being the residue of Your Damaged Community Property (including debris required to be removed from adjoining or adjacent public or private land), and 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 Community Property including undamaged foundations and footings in accordance with a demolition order issued by a Public or Statutory Authority;

You necessarily incur in the Replacement of Your Community Property as a result of loss or Damage that is admitted as a claim under **Policy 1**.

2 Emergency cost of minimising losses

Reasonable emergency repair costs You necessarily incur in pursuance of Your duty to minimise insured loss and avoid further losses.

We will not pay more than \$2,000 unless You first obtain Our written consent prior to You incurring costs in excess of this amount, consent 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, replace or repair Your Community Property as a result of loss or Damage that is admitted as a claim under **Policy 1**, 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 as a result of loss or Damage to Your Community Property that is admitted as a claim under **Policy 1**.

5 Temporary protection

Reasonable cost of temporary protection and safety of Your Community Property and resident persons You necessarily incur as a result of loss or Damage to Your Community Property that is admitted as a claim under **Policy 1**.

We will not pay more than \$5,000 unless You first obtain Our written consent prior to You incurring costs in excess of this amount.

6 Tsunami Damage

Loss or Damage to Your Community Property caused by a Tsunami.

7 Welfare concern

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

Special benefits

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

1 Temporary accommodation / community income / contributions

a Temporary accommodation

When You occupy Your Community Property We will pay the reasonable cost of Temporary Accommodation You necessarily incur if Your Community Property is made unfit to be occupied for its intended purpose by:

- i loss or Damage that is admitted as a claim under **Policy 1**; or
- ii reasonable access to or occupancy of Your Community Property being prevented by Damage from an Event claimable under **Policy 1** happening to other property in the immediate vicinity.

We will pay:

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

b Community income

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Community Property

We will pay the actual Community income You lose or would have lost if Your Community Property is made unfit to be occupied for its intended purpose by:

- i loss or Damage that is admitted as a claim under **Policy 1**; or
- ii reasonable access to or occupancy of Your Community Property being prevented by Damage from an Event claimable under **Policy 1** happening to other property in the immediate vicinity.

We will pay:

- under b i from the time of the Event until the time Your Community Property is relet following completion of rebuilding, repairs or replacement provided You demonstrate You have taken all reasonable actions to obtain a new tenant; and under
- b ii from the time of the Event until the time when access to Your Community Property is re-established.



c Disease, 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;
- a human infectious or contagious disease, except for Communicable Disease;
- murder or suicide; occurring at Your Situation.

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

d Failure of supply services

We will pay for:

- i. the cost of Temporary Accommodation You necessarily incur;
- ii. the actual Community Income You lose;

if Your Community Property is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from loss or Damage by an Event claimable under **Policy 1** happening to property belonging to or under the control of any such supply authority. provided the failure of services extends for more than 48 hours We will pay from the time of the failure until the time such services are reinstated, or for a period of 30 days, whichever first occurs.

e Cost of reletting

When You have leased out Your Community Property We will pay reasonable reletting costs up to \$1,500 if Your Community Property is made unfit to be occupied for its intended purpose by:

- i. loss or Damage that is admitted as a claim under **Policy 1**; and
- ii. Your tenant at the time of the Event subsequently advises they will not be reoccupying the Community Property they previously leased.

f Meeting room hire

We will pay up to \$5,000 for the cost of hiring temporary meeting room facilities for the purpose of holding Your annual general meeting or committee meetings if You are unable to occupy the meeting room facilities forming part of Your Community Property by:

- i. loss or Damage that is admitted as a claim under **Policy 1**.

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

The combined total amount We will pay under Special Benefit 1 arising out of any one Event that is admitted as a claim under **Policy 1** is limited to 15% of the Sum Insured for **Policy 1** or such other percentage as We may agree in writing.

2 Alterations / additions

When You make alterations, additions or renovations to Your

Community Property during the Period of Insurance We will:

a during the construction period:

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

- i. the value of such work does not exceed that amount; or
- ii. unless 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 and liability risks.

3 Arson reward

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

4 Electric motors

We will pay for the cost of repairing or replacing an electric motor forming part of Your Community Property which has been burnt out by electric current.

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

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

We will not pay for:

- a. motors under a guarantee or warranty or maintenance agreement;
- b. motors with an output in excess of five kilowatts;
- c. other parts of any electrical appliance nor for any software;
- d. lighting or heating elements, fuses, protective devices or switches;
- e. contact at which sparking or arcing occurs in ordinary working.

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

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

- a. increased usage of metered electricity, gas, sewerage, oil and water;
- b. accidental discharge of metered electricity, gas, sewerage, oil and water;
- c. additional management charges;

You are required to pay following loss or Damage to Your Community Property by an Event that is admitted as a claim under **Policy 1**.

6 Electricity, gas and water charges – unauthorised use

We will pay up to \$2,000 any one Period of Insurance for the cost of metered electricity, gas, sewerage, oil and water You are legally required to pay following its unauthorised use by any person taking possession or occupying Your Community Property without Your consent.

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

7 Environmental improvements

If Your Community Property is:

- a Damaged by an Event claimable under **Policy 1**; and
- b the cost to rebuild, replace or repair the Damaged portion is more than 25% of what the cost would have been had Your Community Property been totally destroyed;

We will, in addition to the cost of environmental improvements claimable under **Policy 1**, also pay up to \$10,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy and grey water recycling systems.

8 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 Community 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, Tear, gradual corrosion, gradual deterioration, Earth Movement or by trees, plants or their roots.

9 Fallen trees

We will pay up to \$5,000 for the reasonable professional costs You necessarily incur for the removal and disposal of trees or branches that have fallen and caused Damage to Your Community Property or landscaped gardens.

We will not pay for removal or disposal of:

- a trees or branches that have fallen and not Damaged Your Community Property or landscaped gardens;
- b tree stumps or 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 community Property or for the purpose of preventing or diminishing Damage including the costs to gain access to any property;
- b replenishing fire fighting appliances, replacing used sprinkler

heads, and resetting fire, smoke and security alarm systems;

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

11 Keys, lock replacement

We will pay up to \$5,000 for the reasonable costs You necessarily incur in:

- a re-keying or re-coding locks together with replacement keys; or
- b replacing locks with locks of a similar type and quality if they cannot be re-keyed or re-coded; if the keys to Your Community 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 Community Property, or by their family or friends.

12 Landscaping

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

13 Lot owner's contributions and fees

We will pay up to \$2,000 a Lot for contributions, levies, maintenance and other fees required to be paid by individual Lot Owners which You, having used all reasonable endeavours, are unable to collect from them during the period their Home is made unfit to be occupied for its intended purpose by loss or Damage that is admitted as a claim under **Policy 10** or would have been claimable if they had been covered under **Policy 10**.

We reserve Our right of subrogation to collect outstanding contributions, levies, maintenance and other.

14 Money

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

15 Mortgage discharge

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

16 Personal property of others

We will pay up to \$10,000 for the Indemnity Value of personal property of others (including employees) which are lost or Damaged



by an Event claimable under **Policy 1** while in Your physical or legal control.

17 Pets, security dogs

We will pay up to \$1,000 for the reasonable costs You necessarily incur for boarding pets or security dogs if Your Community Property is rendered unfit for its intended purpose by loss or Damage that is admitted as a claim under **Policy 1** and Temporary Accommodation does not allow pets or security dogs.

18 Purchaser's interest

We will cover a purchaser's legal interest in Your Community Property, in the terms of **Policy 1**, when the purchaser has signed an agreement to buy a Lot forming part of Your community scheme.

19 Damaged Office Records

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

20 Removal, storage costs

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

- a removing any undamaged portion of Your Community 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 Community Property during such removal, storage and return; following loss or Damage to Your Community Property that is admitted as a claim under **Policy 1**.

21 Removal of squatters

We will pay up to \$1,000 any one Period of Insurance for legal fees You **necessarily** incur to repossess Your community Property if squatters are living in it.

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

22 Title deeds

We will pay up to \$5,000 for the reasonable costs You necessarily incur in replacing Title Deeds to Your Community Property if they are lost or Damaged by an Event claimable under **Policy 1**, while anywhere in Australia

23 Water removal from basement

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

We will not pay if the inundation is caused by Flood or by any other Event that is not claimable under **Policy 1**.

Optional benefit

Optional Benefits are included when a Sum Insured for them is shown on the Schedule.

1 Extra expenses

We will pay up to the Sum Insured for:

- a Extra Expenses You necessarily incur to maintain the Service or Services You provide; and
- b Accountant's fees incurred at Our request in producing or certifying the accounts or particulars of such Extra Expenses;

following loss or Damage to Community Property from any Event that is admitted as a claim under **Policy 1**.

2 Golf courses, bowling greens, croquet greens, tennis courts

We will pay, up to the Sum Insured, for replanting or re-establishing grassed playing surfaces, bunkers, gardens, and shrubs following loss or Damage from an Event claimable under **Policy 1** other than:

- Flood, Storm or Rainwater; or
- drought, over or under watering; or
- the application of a pesticide, herbicide or fertilizer.

For golf courses, 'grassed playing surface' means the area commonly referred to as tees, greens and fairways (but limited to the first and second cut only).

Exclusions - what We do not insure

1 We will not pay for loss or Damage:

- a caused by Flood.
- b to retaining walls resulting from Storm or Rainwater
- c caused by lack of maintenance, rust, oxidation, corrosion, mould, Wear and Tear, fading, concrete or brick cancer, developing flaws, wet or dry rot, gradual corrosion or gradual deterioration or, failure to maintain Your Community Property in a reasonably good state of repair. This includes when the Damage to the Community Property is caused by light, air, sand, the climate (which includes wind or rain) or the passage of time;
- d caused by non-rectification of a Community Property defect, error or omission that You were aware of, or should reasonably have been aware of.
- e caused by overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current.

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

- i Fusion of electric motors as covered under Special Benefit 4;
- ii lightning;
- iii power surge when such Event is confirmed by the supply authority; or
- iv resulting fire Damage.
- f caused by any action of the sea, high water or high tide, storm surge or tidal wave.

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

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



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

- i earthquake or seismological disturbance, Tsunami, explosion, physical impact by aircraft;
- ii bursting, leaking or overflowing of water tanks, pipes, drains, gutters or other water or liquid carrying apparatus (but not Flood).
- h caused by underground (hydrostatic) water.

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

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

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

- j inherent defect or latent defect;
- k vermin, mice, rats, termites, insects, mildew, or by pecking, biting, chewing or scratching by birds or animals.

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

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

- m to water in swimming pools, spas or water tanks.
- n due to normal settling, creeping, heaving, seepage, shrinkage, or expansion in buildings, foundations / footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other structural improvements.

- o due to smut or smoke from industrial operations (other than sudden or unforeseen Damage resulting therefrom).
- p caused by any process involving the application of heat being applied directly to any part of Your Community Property.

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

- q to 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.
- r to carpets and other floor coverings resulting from staining, fading or fraying.

However We will pay if the loss or Damage directly results from any other Event claimable under **Policy 1**.

- s to boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting from the explosion thereof.
- t to Your Community Property if it is vacant and undergoing demolition unless Our written consent to continue cover (consent which will not unreasonably be withheld) has been obtained before the commencement of demolition;
- u to Your Community Property directly resulting from construction, erection, alteration or addition where the value of such work exceeds \$500,000 unless Our written consent to continue cover has been obtained before the commencement of such work, which will not unreasonably be withheld.

However We will pay if the loss or Damage directly results from any other Event claimable under **Policy 1**.

2 We will not pay for:

- a demolition ordered by any Public or Statutory Authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement or due to the incorrect siting of Your community Property;
- b the cost of rectifying faulty or defective materials or faulty or defective workmanship;
- c consequential loss, including but not limited to any:
 - 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 specifically provided under an operative Additional Benefit or Special Benefit.
- d Wear and Tear.

Claims - how We will settle Your claim

1 Rebuilding, replacement or repair

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

The amount We pay under **Policy 1** will be the cost of Replacement at the time of replacement subject to the following provisions:

- a the necessary work of rebuilding, replacing or repairing (which may be carried out upon another site or in any manner suitable to Your requirements provided Our liability is not increased), must be commenced and carried out without unreasonable delay;
- b where Your Community Property contains any architectural or structural feature of an ornamental, heritage or historical character or where materials used in the original construction are not readily available We will use the nearest equivalent available to the original materials;
- c if it is lawful, and with Our prior written consent, which will not unreasonably be withheld, You will not be required to actually rebuild any building destroyed but may purchase an alternative existing building or part thereof to replace all or part of the one destroyed.

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

- d if You cause unreasonable delays in commencing or carrying out Replacement, We will not pay any extra costs that result from that delay;
- e when We wish to rebuild, replace or repair and You do not want this to occur and submit a claim for cash settlement in lieu, We will only pay Indemnity Value which means We will:
 - i reduce the amount payable after due consideration of age and condition of the property at the time of loss (We will ensure any reduction of the amount payable is fair and reasonable);
 - ii not pay in excess of Indemnity Value of Your Community Property; and
 - iii seek release from further liability under this Policy.



We will not pay for the cost to:

- i rebuild or replace Your undamaged Community Property;
- ii rebuild, replace or repair illegal installations.

For each and every claim You have to pay the amount of Excess shown in **Policy 1** or on the Schedule.

2 Undamaged part of community property, foundations and footings

If Your Community 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 Community 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 Community 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; or 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 Community 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 loss or Damage if any Public or Statutory Authority refuses to allow Your Community Property to be replaced or only allows partial Replacement, less any sum paid by way of compensation by any such Authority.

5. Electronic data

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

Special provisions

- 1 Under **Clauses 2, 3 and 4** above, Our liability is limited to the extent to which the Sum Insured for **Policy 1** is not otherwise expended.

- 2 Under **Clauses 2. and 4.** above, if there are any differences relating to value these may be referred to the Australian Property Institute Inc who will appoint a qualified valuer whose decision will be final and binding.



Policy 2 – Liability to others

What We insure

We insure You up to the Limit of Liability shown on the Schedule for **Policy 2** if You become legally responsible to pay compensation for:

- Personal Injury; or
- Property Damage;
resulting from an Occurrence in connection with:
- Your Business; or
- an operative Additional Benefit;

that happens during the Period of Insurance.

Additional benefits

We will pay up to the Limit of Liability for **Policy 2** for:

1 Bridges, roadways, kerbing, footpaths, services

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

2 Car park liability

Compensation You become legally responsible to pay for Personal Injury or Property Damage to Vehicles in Your physical or legal control where such Property Damage occurs in a car park You own at the Situation.

We will not pay if the Vehicle is owned or being used by You or is being used on Your behalf.

3 Fertiliser, pesticide, herbicide application

Compensation You become legally responsible to pay for Personal Injury or Property Damage arising from the application of any fertiliser, pesticide or herbicide to Your Common Area or Community 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 loss or Damage to Your Common Area or Community 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.

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 at Your Situation.

7 Watercraft

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

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

8 Wheelchairs, garden equipment, other vehicles

Compensation You become legally responsible to pay for Personal Injury or Property Damage arising from any wheelchair, garden equipment including lawn mowers, golf cart, golf buggy or other Vehicle owned by You, in Your possession or physical or legal control.

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

Special benefits

1 Cost of defending a claim

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 at a coronial inquest or inquiry into any death which may be the subject of a claim for compensation under **Policy 2**;
- c other reasonable expenses You necessarily incur that We have agreed to reimburse; and
- d all interest accruing after judgment has been entered against You until We have paid, tendered or deposited in court the amount that We are liable to pay following judgment;

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

2 Court appearance

We will pay compensation of \$250 per day if We require an Office Bearer, Committee Member or Your Community Association Manager/ Agent to attend a Court as a witness in connection with a claim under **Policy 2**.

Exclusions - what We do not insure

We will not pay for any claim:

- 1 In connection with any liability for Personal Injury to any employee arising out of or in the course of their employment with You. This exclusion does not apply to an 'eligible person' as defined under the WorkCover Queensland Act.
- 2 In respect of liability imposed by the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Community 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 an operative **Additional Benefit of Policy 2**;
 - b Damage to property belonging to any person who is deemed a worker or employee within the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Community 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 **Policy 2**;
 - b made by You or at Your direction when You knew it to be false.
- 6 Arising out of the ownership, possession or use by You of any Vehicle, Watercraft, hovercraft, aircraft or aircraft landing areas other than as provided under an operative **Additional Benefit of Policy 2**.
- 7 Arising out of or in connection with the ownership of marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) if such facilities are used for commercial purposes or provide fuel distribution facilities, unless We otherwise agree in writing.
- 8 Arising out of construction, erection, demolition, alterations or additions to Your Community 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 Your Business under the terms of any written agreement with the company, person or firm appointed to manage Your Business except where liability arises out of:
 - i any act of negligence on their part; or
 - ii by their default in performing their obligations under such agreement.
- 11 Arising out of or caused by the discharge, dispersal, release of or escape of Pollutants into or upon property, land, the atmosphere,

or any water course or body of water. This exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place during the Period of Insurance.

- 12 Arising out of or incurred in the prevention, removing, nullifying or clean-up of any contamination or pollution. This exclusion does not apply to clean-up, removal or nullifying expenses only which are incurred after a sudden, identifiable, unexpected and unintended happening 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.

Special definition

The word listed below have been given a specific meaning and applies to **Policy 2** when it begins with a capital letter.

Business

means, other than as provided under an operative **Additional Benefit of Policy 2**, the ownership of Your Common Area and Community Property unless You otherwise advise Us and We agree to such inclusion in writing.



Policy 3 – Voluntary workers

What We insure

We will pay to a Voluntary Worker, or that person’s estate, the compensation detailed in **Policy 3** in the event of such Voluntary Worker sustaining bodily injury:

- whilst voluntarily engaged in work on Your behalf and
- caused solely and directly by violent, accidental, external and visible means and
- which, independently of any other cause results in the following insured Events.

Insured event	Benefit
1. Death	\$200,000
2. Total and irrecoverable loss of all sight in both eyes	\$200,000
3. Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot	\$200,000
4. Total and permanent loss of the use of one hand or of the use of one foot	\$100,000
5. Total and irrecoverable loss of all sight in one eye	\$100,000
6 a Total Disablement from engaging in or attending to usual profession, business or Occupation - in respect of each week of Total Disablement:	
i a weekly benefit of \$1,000 or if higher	\$1,000
ii the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion - up to a maximum per week of	\$2,000
b Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:	
i a weekly benefit of or if higher	\$500
ii the amount by which Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced - up to a maximum per week of	\$1,000
7. The reasonable and necessary cost of hiring or employing domestic assistance following certification 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

8. The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding	\$2,000
9. The reasonable cost of home tutorial expenses if the Voluntary Worker is a full time student – in respect of each week of Total Disablement a weekly benefit not exceeding	\$250
10. The reasonable cost of burial or cremation of a Voluntary Worker following a claim payable under Event 1 – a benefit not exceeding	\$5,000

Exclusions – what We do not insure

We will not pay:

- for more than one of **Events 6a** and **6b** in respect of the same period of time;
 - under **Event 6a** and **Event 6b** in respect of persons not in receipt of wages, salaries or other remuneration from their personal exertion;
 - under **Event 6a** and **Event 6b** in excess of an aggregate of 104 weeks in all, in respect of any one disablement;
 - under **Event 7** and **Event 9** in excess of an aggregate of 10 weeks in all, in respect of any one disablement;
 - in respect of children under the age of 12 years;
 - unless the results of bodily injury manifests itself within twelve months of sustaining such bodily injury;
 - unless an injured Voluntary Worker will, as soon as possible after the occurrence of any bodily injury, procure and follow proper medical advice from a legally qualified medical practitioner;
 - for any amounts recoverable under a Medicare benefit or payable by any registered health benefits insurer;
 - for any fees or charges in relation to the provision in Australia of medical expenses, hospital treatment or ancillary benefits as defined by the Health Insurance Act, 1973.
- We will not pay compensation in respect of claims arising out of:
 - intentional self-injury or suicide, or any attempt thereat;
 - 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;
 - a Voluntary Worker being under the influence of alcohol or any drug, other than a drug prescribed by a qualified medical practitioner.

Special conditions

- If a Voluntary Worker becomes entitled to compensation under more than one of the **Events 1** to **5** in respect of the same bodily injury, the compensation payable will be cumulative up to 100% of the compensation payable for Event 1.



- 2 After the occurrence of any one of the **Events 2 to 5** there will be no further liability under **Policy 3** for these Events in respect of the same Voluntary Worker.
- 3 In the event of a claim involving the death of a Voluntary Worker We will be entitled to have a post-mortem examination carried out at Our expense.

Special definitions

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

Partial Disablement

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

Total Disablement

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



Policy 4 – Workers compensation

Your Policy Schedule will show if You are insured for workers compensation for employees in the state or territory where Your Community Property is situated.

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

General Condition 3 (Claim preparation costs and fees) does not apply to **Policy 4**.



Policy 5 – Fidelity guarantee

What We insure

We will, up to the Sum Insured stated on the Schedule for **Policy 5**, indemnify You in respect of:

- fraudulent misappropriation of Your Funds

Exclusions - what We do not insure

We will not pay for:

- 1 any fraudulent misappropriation unless and until You have exhausted Your rights and entitlements to payment pursuant to any other fidelity bond or fidelity fund of whatsoever nature which might exist whether effected pursuant to statute or otherwise;
- 2 any fraudulent misappropriation committed after the initial discovery of loss;
- 3 any losses arising out of fraudulent misappropriation committed prior to the commencement of **Policy 5**;
- 4 any claims arising out of losses discovered more than 12 months after the expiry of **Policy 5**, or any renewal thereof.

Special definition

The word listed below has been given a specific meaning and applies to **Policy 5** when it begins with a capital letter.

Funds

means money, securities or tangible property received by You, or collected on Your behalf, which has been or was to be set aside for the financial management of Your affairs. Funds do not include the personal money, securities or tangible property of Lot Owners or Members.

Policy 6 – Office bearers legal liability

This Office Bearers Legal Liability Policy is issued on a Claims made basis. This means **Policy 6** responds to Claims first made against You during the policy year and notified to Us during that policy year.

What We insure

We will, subject to any Excess specified on the Schedule:

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

arising from any Claim:

- a first made against:
 - i You, individually or otherwise; or
 - ii against Your Community Association Manager/Agent while acting as an Office Bearer; during the policy year; and
- b reported to Us during the policy year or within 30 days thereafter.

Provided that Claims which do not comply with all of **a** and **b** of this insuring clause are not, other than as provided under **Special Benefit 2 of Policy 6**, the subject of this insurance or any indemnity.

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

Special benefits

1 Payment of defence costs

In relation to any Claim under **Policy 6**:

- a where indemnity has been confirmed by Us in writing, We will pay Defence Costs arising from such Claim;
- b where indemnity has not been confirmed by Us in writing, We will, where We elect to conduct the defence or settlement of such Claim, pay Defence Costs arising from such Claim.

In any other case where indemnity has not been confirmed by Us in writing, We may pay the Defence Costs arising from such Claim.

Provided always that in the event the Claim is withdrawn or that indemnity under **Policy 6** is subsequently withdrawn or denied, We will cease to advance Defence Costs and You will refund any Defence Costs advanced by Us to the extent that You were not entitled to such Defence Costs, unless We agree in writing to waive recovery of such Defence Costs.

2 Continuous cover

Should a Claim, fact or circumstance arise which should have been or could have been notified to Us during a prior policy year of **Policy 6** or under an earlier Office Bearers Legal Liability Insurance Policy issued by Us, We will accept the notification of such Claim, fact or circumstance under **Policy 6**.

Provided always that:

- a We have continuously been the insurer under an Office Bearers Legal Liability Insurance Policy between the date when such notification should have been given and the date when such notification was in fact given; and
- b the terms and conditions applicable to this Special Benefit 2 and to that notification will be the terms and conditions, including the Limit of Liability and deductible, applicable to Our Office Bearers Legal Liability Insurance Policy under which the notification should have or could have been given.

3 Extended period of cover

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

Provided always that the terms and conditions applicable to this **Special Benefit 3** and to that notification will be the terms and conditions, including the Limit of Liability and deductible, applicable to Our Office Bearers Legal Liability Insurance Policy during the immediate prior policy year.

Exclusions - what We do not insure

We will not pay for:

- 1 Claims arising from circumstances which You knew of prior to the **Policy 6** inception, or a reasonable person in the circumstances could be expected to know, to be circumstances which may give rise to a Claim against You.
- 2 Any dishonest or fraudulent act, criminal act or malicious act or omission of Yours or of any person at any time employed by You, but this exclusion will not apply to the costs incurred by You in successfully defending any Claim or suit made against You.
- 3 Claims for death, bodily injury, sickness, disease (including Communicable Disease), or Damage to property. However this exclusion will not apply to loss or Damage to documents which are Your property, or entrusted to You, or costs and expenses incurred by You in replacing or restoring such documents.
- 4 Claims resulting from Your intentional decision not to effect and maintain insurances as required by the *Community Titles Act, Body Corporate and Community Management Act, Community Land Management Act* or similar legislation applying where the Community Property and Common Area 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 Your Community Association or any individual Member thereof.
- 8 Monies or gratuity given to You without authorisation by Your Community Association where such authorisation is necessary pursuant to the Articles of Your Community Association 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 Your Community Association.
- 11 Any Wrongful Act made or threatened or in any way intimated on or before the inception date specified on the Schedule, except as otherwise provided in **Special Benefit 2 of Policy 6**.
- 12 Claims first notified to Us after the expiry of **Policy 6**, except as otherwise provided in **Insuring Clause b of Policy 6**.
- 13 Claims brought against Your Community Association 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

Special conditions

Defence and settlement

If You refuse to consent to any settlement recommended by Us and will 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.

Severability and non-imputation

Where **Policy 6** insures more than one party, any conduct on the part of any party or parties whereby such party or parties:

- a failed to comply with the duty of disclosure in terms of the Insurance Contracts Act 1984; or
- b made a misrepresentation to Us before this contract of insurance was entered into; or
- c failed to comply with any terms or conditions of **Policy 6**;

will not prejudice the right of the remaining party or parties to indemnity as may be provided by **Policy 6**. Provided always that:

- i such remaining party or parties be entirely innocent of and have no prior knowledge of any such conduct; and
- ii as soon as is reasonably practicable upon becoming aware of any such conduct advise Us in writing of all known facts in relation to such conduct.

Subrogation

In the event of a payment under **Policy 6** to or on Your behalf We will, subject to the Insurance Contracts Act 1984, be subrogated to all Your rights of recovery against all persons or organisations and You will execute and deliver instruments and papers and do all that is necessary to assist Us in the exercise of such rights.

Special definitions

The words listed below have been given a specific meaning and apply to **Policy 6** when they begin with a capital letter.

Claim, Claims

means

- a a written or verbal allegation of any Wrongful Act; or
- b a civil proceeding commenced by the service of a complaint, summons, statement of Claim or similar pleading alleging any Wrongful Act; or
- c a criminal proceeding commenced by a summons or charge alleging any Wrongful Act.

Defence Costs

means costs, charges and expenses (other than Your fees, salaries or salaries of Your employees) incurred by Us or with Our written consent (such consent not to be unreasonably withheld) in the investigation, defence, monitoring or settlement of any Claim or proceedings and appeals therefrom together with the costs of appeal.

Documents

means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whether written, printed or reproduced by any other method but does not include currency notes or negotiable instruments of any kind.

Loss

means the amount payable in respect of a Claim made against You for a Wrongful Act and will include Damages, judgements, settlements, orders for costs and Defence Costs.

Office Bearer

means:

- a a person appointed by the Community Association to act as an Office Bearer or committee member in terms of the *Community Titles Act, Body Corporate and Community Management Act, Community Land Management Act* or similar legislation applying



where the Community Property and Common Area is situated;

- b** a Community Association Manager/Agent 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 Community Association 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 Community Association; 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 Community Association.

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 policy year in which any of such Wrongful Acts is first reported to Us.



Policy 7 – Machinery breakdown

What We insure

We insure You against Insured Damage provided that the Insured Item is within Your Situation and is in the ordinary course of working at the time Damage occurs.

The amount We pay will:

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

Additional benefits

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

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

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

Exclusions - what We do not insure

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 Damage caused by the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.
 - 4 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.
 - 5 Damage which is claimable from any manufacturer, supplier, engineer or other person under the provisions of any maintenance or warranty agreement.
 - 6 Loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts.
 - 7 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.

Special definitions

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



Insured Damage

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

- a which is covered under **Policy 1**; or
- b which is not claimable under **Policy 7**.

Insured Item

means:

- a lifts, elevators, escalators and incliners 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 Community Property or its services.



Policy 8 – Catastrophe insurance

What We insure

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

- 1 a due to a Catastrophe; or
 - b other Event which occurs not later than 60 days after a Catastrophe, provided Your Community Property has been continuously insured with Us for that period; and
- 2 the Event giving rise to the loss is admitted as a claim under **Policy 1**.

Special benefits

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

1. Temporary accommodation / community income - extended period of cover

a Temporary accommodation

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

- due to the happening of a Catastrophe, or other Event referred to in **Clause 1b** of 'What We insure';
- and the loss or damage to Your Community Property is admitted as a claim under **Policy 1**.

We will pay from the time indemnity provided under Special **Benefit 1a** of **Policy 1** is expended until the time You reoccupy Your Community Property following completion of rebuilding, repairs or replacement.

b Community Income

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Community Property We will pay the actual Community Income You lose or would have lost if Your Community Property is made unfit to be occupied for its intended purpose by damage:

- due to the happening of a Catastrophe, or other Event referred to in **Clause 1b** of 'What We insure';
- and the loss or damage to Your Community Property is admitted as a claim under **Policy 1**.

We will pay from the time indemnity provided under Special **Benefit 1b** of **Policy 1** is expended until the time Your Community Property is relet following completion of rebuilding, repairs or replacement provided You demonstrate You have taken all reasonable actions to obtain a new tenant.

2. Temporary accommodation – escalation in cost

When You occupy Your Community Property We will pay for Escalation In The Cost Of Temporary Accommodation You necessarily incur if Your Community Property is made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in **Clause 1b** of 'What We insure';

- and the loss or damage to Your Community Property is admitted as a claim under **Policy 1**.

We will pay from the time Temporary Accommodation is obtained until the time You reoccupy Your Community Property 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 Community Property to the nearest place of safe keeping;
- b storing the undamaged portion at that place or an equivalent alternate place;
- c returning the undamaged portion to the Situation when occupancy of Your Community Property is permitted;
- d insuring Your undamaged Community Property during such removal, storage and return.

We will pay if the loss or Damage to Your Community Property is due to:

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

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

The combined total amount We will pay under **Special Benefits 1** to 3 arising out of any one Event claimable under **Policy 8** is limited to 15% of the amount shown on the Schedule for **Policy 8** or such other percentage as We may agree in writing.

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 Community Property following a Catastrophe, or other Event referred to in **Clause 1b** of 'What We insure'; and
- b the greater of either:
 - i the cost that would have applied to rebuild, repair or replace Your Community Property in terms of **Policy 1** immediately prior to the Catastrophe; or
 - ii the Sum Insured in force under **Policy 1** at the time of the Catastrophe, or other Event referred to in **Clause 1b** of 'What We insure'.

Special provisions

- 1 No payment will be made under **Policy 8** until such time as the greater amount determined in accordance with the provisions of **Clause b** of 'Claims – how We will settle Your claim' has been fully expended in Replacement of Your Community Property.
- 2 In certifying the cost of Replacement of Your Community Property at the time immediately prior to a happening giving rise to a claim under **Policy 8** the qualified valuer, Loss Adjuster or other suitably qualified person will use as the basis of certification:
 - a the accepted building industry cost standards or recognised cost of materials guide in force on the day immediately prior to the happening of the Catastrophe or a day as close as practicable thereto;

- b** any extra cost necessarily incurred to comply with any Public or Statutory Authority requirements but will not include any cost that would have been incurred in complying with orders issued prior to the happening of the loss or Damage;
 - c** Architects fees, surveyors' fees and any other professional fees;
 - d** legal fees necessarily incurred in making submissions or applications to any Public or Statutory Authority, Builders Licensing Board, or Land and Environment Courts as a result of loss or Damage to Your Community Property;
 - e** fees, contributions or imposts payable to any Public or Statutory Authority to obtain consent to rebuild, replace or repair Your Community Property.
- 3** Any differences relating to the cost of Replacement at the time immediately prior to a happening giving rise to a claim under **Policy 8** may be referred to the Australian Property Institute Inc who will appoint a qualified valuer whose decision will be binding and who will at the same time decide as to payment of the costs of such referral.

Special condition

Policy 8 is subject to the same terms, conditions and exclusions as **Policy 1** and **General Exclusions** except as they may be expressly varied herein.



Policy 9 – Government audit costs and legal expenses

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

Part A: Government audit costs

What We insure

We insure You, up to the Sum Insured shown on the Schedule for **Part A of Policy 9**, 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** 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 - what We do not insure

- 1 We will not pay for Professional Fees:
 - a if prior to the commencement of the Period of Insurance You, or any person acting on Your behalf:
 - i received any notice of a proposed Audit;
 - ii had information that an Audit was likely to take place;
 - iii had information that would indicate to a reasonable person that an Audit was likely to take place.
 - b if a return, or a document required to be lodged in relation to an Audit, has not been lodged:
 - i at all;
 - ii properly;
 - iii by the due date.
 - c for any Audit that is conducted specifically for the purposes of determining if a fine, penalty or prosecution should be imposed in connection with:
 - i any act or omission by You; or
 - ii any failure, act or omission arising from or in connection with Your statutory obligations.
 - d charged by someone other than a Professional Adviser unless We have given Our prior written consent, which We will not unreasonably withhold.
 - e relating to the Audit of Your taxation and financial affairs unless the return is first lodged:
 - i during the Period of Insurance; or
 - ii not more than 12 months prior to the original inception date of **Policy 9**;

or relates to a return for a financial year not more than three years prior to the date You receive notification of an Audit.

f relating to an Audit if You fail to comply with any requirement or obligation imposed upon You by any relevant legislation if a return in relation to the Audit was not prepared or reviewed by Your Professional Adviser prior to dispatch.

g if You breach any conditions in this Policy, including failing to comply with any requirement imposed by any relevant legislation or failing to do what We require You to do if You intend to make a claim or You make a claim.

2 We will not under any circumstances pay for the cost of:

- a any fines, penalties, interest or adjustment of tax, additional tax, duty, government impost or similar charges.
- b any review pertaining to You maintaining any industry status, licence, membership or compliance with any employee related legislation or regulations.
- c the gathering of data or information by any government, statutory body, authority or agency that is not directly part of an Audit.

Special conditions

1 You must:

- a make all efforts to comply with the relevant legislation, procedures and guidelines issued by the Australian Taxation Office, or Commonwealth, State or Territory Department, Statutory Body or Agency in relation to the maintenance of records, books and documents;
- b lodge taxation and other statutory returns within the prescribed time limits or if an extension is granted within the further period granted;
- c upon becoming notified of an Audit or impending Audit promptly inform CHU Underwriting Agencies Pty Ltd by telephone, in writing or in person.
- d obtain CHU Underwriting Agencies Pty Ltd 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

We insure You, up to the Sum Insured shown on the Schedule for **Part B of Policy 9** 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 Home is situated; or

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

We will not pay:

- c** unless any such notice or determination is first made or brought against You during the Period of Insurance and You report it to Us during that Period of Insurance or within 30 days thereafter;
- d** more than the Sum Insured for **Part B** for:
 - i** any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;
 - ii** all Claims reported in any one Period of Insurance.

The imposition of an improvement or prohibition notice must arise out of Your failure to provide and maintain so far as is reasonably practicable:

- a safe working environment; a safe system of work;
- plant and substances in a safe condition;
- adequate facilities of a prescribed kind for the welfare of Your employees.

Part C: Legal defence expenses

What We insure

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

- a** in connection with the conduct of Your ordinary Business and affairs;
- b** under the Competition and Consumer Act 2010 or under any other consumer protection legislation;
- c** arising out of any dispute with an employee, former employee or prospective employee:
 - i** concerning the terms and conditions of their contract of employment or alleged contract of employment with You;
 - ii** leading to civil or criminal proceedings under any Race Relations or Sexual Discrimination Legislation.

We will not pay:

- a** unless any such Claim is first made or 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 C 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, by way of Excess, pay or contribute the amount of \$1,000.

Exclusions - what We do not insure

- 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 the terms and conditions of **Policy 2** (Liability to others) and **Policy 6** (Office Bearers Legal Liability Policy) or would have been provided if **Policy 2** and **Policy 6** were operative;
- d** arising from circumstances that You knew of prior to the inception of this Policy, or a reasonable person in the circumstances could be expected to know, to be circumstances that may give rise to a Claim against You;
- e** arising from a deliberate act, including a deliberate act of fraud or dishonesty, on Your part if a judgment or other final adjudication adverse to You establishes that such act was committed or attempted by You with actual dishonest purpose or intent and was material to the cause of action so adjudicated;
- f** between You and Us including Our Directors, employees or servants;
- g** which involves a conflict of duty or interest of Yours;
- h** made or threatened or in any way intimated on or before the inception date shown on the Schedule, except as otherwise provided by **Special Condition 4**;
- i** first notified to Us more than 30 days after the expiry of this Policy, except as otherwise provided by **Special Condition 4**.

- 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.

Special 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 clear business days, You must advise Us as soon as practicable.

Your application or advice must state the reasons, as fully as possible, for making an appeal.

If We are dissatisfied with any decision made by a Court or Tribunal and wish to appeal that decision You must reasonably co-operate with Us in the bringing of such an appeal. In this event We will pay all costs involved.

2 Bill of costs

You must forward Us all bills of costs or other communications relating to fees and expenses as soon as practicable after receipt by You. If requested by Us, You will instruct the Appointed Representative to submit the bill of costs for taxation or adjudication by any relevant professional body, Court or Tribunal.



You must not without Our written approval enter into any agreement with the Appointed Representative as to the level of fees and expenses to be charged. Further You must not represent to the Appointed Representative that all fees and expenses charged to Your account are insured by this Policy.

3 Consent

We will not be liable to indemnify You unless You have first obtained Our specific written consent, which We will not unreasonably withhold, to incur Legal Defence Expenses in the defence of any Claim instituted against You. The granting of any such consent will not be unreasonably withheld after You have given notice to Us of any occurrence or circumstance that might result in a Claim being made or proceedings instituted against You.

4 Continuous cover

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

Provided always that:

- a We have continuously been the insurer between the date when such notification should have been given and the date when such notification was in fact given; and
- b the terms and conditions applicable to Special Condition 4 and to that notification will be the terms and conditions, including the Limit of Liability and deductible, applicable to this Policy under which the notification should have or could have been given.

5 Information to be given to the appointed representative

You will at all times and at Your own expense give to the Appointed Representative all such relevant information and assistance as reasonably required. You will give a complete and truthful account of the facts of the case, shall supply all 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 if We refuse We will 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 it is necessary to do so to safeguard Your immediate interests.

In all cases the Appointed Representative will be appointed in Your name and will act on Your behalf.

7 Offer of settlement

You must inform Us as soon as possible if You receive an offer to settle a Claim.

If such offer of settlement is considered to be fair and reasonable and You withhold Your agreement to such a settlement and elect to continue legal proceedings Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such settlement offer.

If You refuse a recommendation by the Appointed Representative to settle a Claim and elect to continue legal proceedings, Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such refusal.

8 Our access to the appointed representative

You will do all things reasonably necessary to allow Us to obtain from the Appointed Representative any relevant information, report documents or advice relating to the Claim. However You will not be prejudiced if the Appointed Representative refuses to make such information, report documentation or advice available to Us on the grounds that to do so might prejudice Your interests in any litigation that is involved or may be commenced.

9 Recovery of legal defence expenses

If You are awarded costs, You must take all reasonable steps to recover such fees and expenses for which You are indemnified by this Policy. All such fees and expenses actually recovered will be taken into account when calculating Our liability.

10 Reporting and notice

A specific Claim will be considered to have been first reported to Us at the time You first give written notice to Us of the receipt of written or oral notice from any party or entity that it is the intention of such party or entity to hold You responsible for a civil or criminal act.

11 Subrogation

In the event of a payment under this Policy to or on Your behalf We will, subject to the Insurance Contracts Act 1984, be subrogated to all Your rights of recovery of Legal Defence Expenses against all persons or organisations and You will execute and deliver instruments and papers and do all that is necessary to assist Us in the exercise of such rights.

Special definitions that apply to Parts A, B and C

The words listed below have been given a specific meaning and apply to **Policy 9** when they begin with a capital letter.

Appeal Expenses

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

Appointed Representative

means a solicitor, barrister, assessor, consultant, investigator or other appropriately qualified person instructed to act on Your behalf in connection with any Claim with respect to which Legal Defence Expenses are payable under this Policy.

Audit

means an audit or investigation of Your taxation and financial affairs by the Australian Taxation Office, or by a Commonwealth, State or Territory Department, Statutory Body or Agency in relation to and following the lodgement of Your return(s), including but not limited to Business Activity Statement (BAS), Capital Gains Tax, Fringe Benefits Tax, Income Tax, Prescribed Payment and Group Tax Returns, Payroll Tax, Stamp Duty, Compliance with Superannuation Industry Supervision Act 1993 and Workers Compensation Returns.

**Auditor**

means an officer who is authorised under Commonwealth, State or Territory legislation to carry out an Audit of Your taxation or financial affairs.

Business

means the ownership of Your Common Area and Community Property unless You otherwise advise Us and We agree to such inclusion in writing.

Claim, Claims

means:

- a a written or verbal advice of intent to initiate legal proceedings or a civil or criminal action against You; or
- b a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading against You; or
- c a criminal proceeding commenced by a summons or charge against You.

Designated Liability

means Your obligation to pay an amount under Commonwealth, State or Territory Legislation.

Final Decision

means a written notification of the Auditors' completed views in connection with a Designated Liability and includes any written statement which is intended by the Auditor to be its findings or the basis upon which it proposes to act in connection with a Designated Liability.

Legal Defence Expenses

means:

- a fees, expenses and other disbursements necessarily and reasonably incurred by an Appointed Representative in connection with any Claim brought against You including costs and expenses of expert witnesses as well as those incurred by Us in connection with any such Claim;
- b fees, expenses and disbursements incurred by persons or entities other than You in so far as You are liable to pay such fees, expenses and disbursements by reason of an order of any Court, Arbitrator or Tribunal;
- c legal fees, expenses and other disbursements reasonably and necessarily incurred in appealing or resisting an appeal from the judgment or determination of a Court, Arbitrator or Tribunal.

Professional Adviser

means:

- a an accountant who is a member of a nationally recognised accounting body, registered tax agent or tax consultant;
- b any other professional person or consultant engaged by or at the recommendation of the accountant with Our prior written approval, but does not mean You or any person working for You under a contract of employment.

Professional Fees

means the reasonable and necessary fees, costs and disbursements incurred in connection with an Audit that would be payable by You to

Your Professional Adviser for work undertaken in connection with an Audit, but does not mean or include fees, costs and disbursements that:

- a form part of an annual or fixed fee or cost arrangement; or
- b relate to any subsequent objection or appeal or request for review in respect of the Audit, or any assessment, amended assessment or Final Decision of the Auditor; or
- c were rendered by a third party in relation to which Our written consent was not obtained before those fees were incurred; or
- d relate to or are associated with the preparation of any accounts, financial statements or documents or to any attendance or service which would have been or would or should ordinarily or prudently have been prepared prior to or at the time that the lodgement of any return or document was required to be lodged in connection with a Designated Liability.

Record Keeping Audit

means any enquiry or investigation to determine the extent of Your compliance with the record keeping requirements of relevant legislation that You have to comply with.



Policy 10 - Lot Owners' Homes

Part A - Homes

Part A is a 'broad form' of accidental loss and Damage insurance contract in terms of the Insurance Contracts Act, 1984.

What We insure

We insure You up to the Sum Insured shown on the Schedule for **Part A of Policy 10** against ACCIDENTAL LOSS or DAMAGE to Your Home which occurs during the Period of Insurance

Additional Benefits

When Your Sum Insured for **Part A of Policy 10** is not otherwise expended in respect of any one Event We will pay for:

1 Architects and professional fees, removal of debris

- a The cost of architect fees, surveyor fees and other professional fees;
- b The cost of removal, storage and/or disposal of debris, being the residue of Your Damaged Home and the Contents (including debris required to be removed from adjoining or adjacent public or private land), 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 Home including undamaged foundations and footings in accordance with a demolition order issued by a Public or Statutory Authority;

You necessarily incur in Replacement of Your Home as a result of loss or Damage that is admitted as a claim under **Part A of Policy 10**.

2 Emergency cost of minimising losses

Reasonable emergency repair costs You necessarily incur in pursuance of Your duty to minimise insured loss and avoid further losses.

We will not pay more than \$2,000 unless You first obtain Our written consent prior to You incurring costs in excess of this amount, consent 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, replace or repair Your Home as a result of loss or Damage that is admitted as a claim under **Part A of Policy 10** 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 as a result of loss or Damage to Your Home that is admitted as a claim under **Part A of Policy 10**.

5 Temporary protection

Reasonable cost of temporary protection and safety of Your Home and resident persons You necessarily incur as a result of loss or Damage to Your Home that is admitted as a claim under **Part A of Policy 10**.

We will not pay more than \$5000 unless You first obtain Our written consent prior to You incurring costs in excess of this amount.

6 Tsunami Damage

Loss or Damage to Your Home caused by a Tsunami.

7 Welfare concern

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

Special Benefits

Special Benefits are included in addition to Your Sum Insured for **Part A of Policy 10**.

1 Temporary accommodation / rent / contributions / storage

a Temporary accommodation

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

- i loss or Damage that is admitted as a claim under **Part A of Policy 10**; or
- ii reasonable access to or occupancy of Your Home being prevented by Damage from an Event claimable under **Part A of Policy 10** happening to other property in the immediate vicinity.

We will pay:

- Under ai from the time of the Event until the time You reoccupy Your Home following completion of rebuilding, repairs or replacement; and
- under aii from the time of the Event until the time when access to Your Home is re-established.

b Rent

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

- i loss or Damage that is admitted as a claim under **Part A of Policy 10**; or
- ii reasonable access to or occupancy of Your Home being prevented by Damage from an Event claimable under **Part A of Policy 10** happening to other property in the immediate vicinity.

We will pay:

- under b i from the time of the Event until the time Your Home is relet following completion of rebuilding, repairs or replacement provided You demonstrate You have taken all reasonable actions to obtain a new tenant; and
- under b ii from the time of the Event until the time when access to Your Home is re-established.

c Disease, 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 Home by order of the police, a public or statutory authority, other body, entity or person so empowered by law, due to:

- the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plant cooling towers and the like;

- a human infectious or contagious disease, except for Communicable Disease.
 - murder or suicide;
- occurring at Your Situation.

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

d Failure of supply services

We will pay for:

- i the cost of Temporary Accommodation You necessarily incur;
- ii the actual Rent You lose;

if Your Home is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from loss or Damage by an Event claimable under **Part A of Policy 10** 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 Home We will pay reasonable reletting costs up to \$1,500 if Your Home is made unfit to be occupied for its intended purpose by:

- i loss or Damage that is admitted as a claim under **Part A of Policy 10**; and
- ii Your tenant at the time of the Event subsequently advises they will not be reoccupying Your Home they previously leased.

f Community Association contributions and fees

We will pay up to \$2,000 for contributions, levies, maintenance and other fees You are required to pay to Your Community Association during the period Your Home is made unfit to be occupied for its intended purpose by loss or Damage that is admitted as a claim under **Part A of Policy 10**.

g Removal, storage - contents

We will pay the costs You necessarily incur in:

- i removing Your undamaged Contents to the nearest place of safekeeping;
- ii storing Your undamaged Contents at that place or an equivalent alternate place;
- iii returning Your undamaged Contents to Your Situation when occupancy of Your Home is permitted
- iv insuring Your undamaged Contents during such removal, storage and return;

Following loss or Damage to Your Home that is admitted as a claim under **Part A of Policy 10** that makes it unfit to be occupied for its intended purpose.

The combined total amount We will pay under Special Benefit 1 arising out of any one Event that is admitted as a claim under **Part A of Policy 10** is limited to 15% of the amount shown on the Schedule for **Part A of Policy 10** or such other percentage as We may agree in writing.

2 Alterations / additions

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

- a during the construction period:
- pay up to \$100,000 for loss or Damage to such alterations, additions or renovations by an Event claimable under **Part A of Policy 10** provided:
 - i the value of such work does not exceed that amount; or
 - ii unless 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 and liability risks.

3 Arson reward

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

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

4 Electric motors

We will pay for the cost of repairing or replacing an electric motor forming part of Your Home which has been burnt out by electric current.

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

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

We will not pay for:

- a motors under a guarantee or warranty or maintenance agreement;
- b motors with an output in excess of five (5) kilowatts;
- c other parts of any electrical appliance nor for any software;
- d lighting or heating elements, fuses, protective devices or switches;
- e contact at which sparking or arcing occurs in ordinary working.

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

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

- a increased usage of metered electricity, gas, sewerage, oil and water;
- b accidental discharge of metered electricity, gas, sewerage, oil and water;
- c additional management charges;

You are required to pay following loss or Damage to Your Home by an Event that is admitted as a claim under **Part A of Policy 10**.

6 Electricity, gas and water charges – unauthorised use

We will pay up to \$2,000 any one Period of Insurance for the cost



of metered electricity, gas, sewerage, oil and water You are legally required to pay following its unauthorised use by any person taking possession or occupying Your Home without Your consent.

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

7 Emergency accommodation

When You occupy Your Home We will pay up to \$1,500 for the reasonable cost of emergency accommodation You necessarily incur if Your Home is made unfit to be occupied for its intended purpose by:

- a loss or Damage to Your Home that is admitted as a claim under **Part A of Policy 10**; or
- b if reasonable access to or occupancy of Your Home is prevented by Damage from an Event claimable under **Part A of Policy 10** happening to other property in the immediate vicinity;

8 Environmental improvements

If Your Home is:

- a Damaged by an Event claimable under **Part A of Policy 10**; and
- b the cost to rebuild, replace or repair the Damaged portion is more than 25% of what the cost would have been had Your Home been totally destroyed;

We will, in addition to the cost of environmental improvements claimable under **Part A of Policy 10** also pay up to \$2,000 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 Home 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, Tear, gradual corrosion, gradual deterioration, Earth Movement or by trees, plants or their roots.

10 Fallen trees

We will pay up to \$5,000 for the reasonable professional costs You necessarily incur for the removal and disposal of trees or branches that have fallen and caused Damage to Your Home or landscaped gardens.

We will not pay for removal or disposal of:

- a trees or branches that have fallen and not Damaged Your Home or landscaped gardens;
- b tree stumps or roots.

11 Fire extinguishing

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

- a extinguishing a fire at Your Situation, or in the vicinity of Your Situation and threatening to involve Your Home or for the purpose of preventing or diminishing Damage including the costs to gain access to any property;
- b replenishing fire fighting appliances, replacing used sprinkler heads, and resetting fire, smoke and security alarm systems;
- c shutting off the supply of water or any other substance following the accidental discharge or escape of such substances from fire protective equipment.

12 Funeral expenses

When You occupy Your Home We will pay up to \$5,000 for funeral expenses if You or a family member who permanently resides with You dies as the direct consequence of loss or Damage to Your Home that is admitted as a claim under **Part A of Policy 10**.

13 Keys, lock replacement

We will pay up to \$5,000 for the reasonable costs You necessarily incur in:

- a re-keying or re-coding locks together with replacement keys; or
- b replacing locks with locks of a similar type and quality if they cannot be re-keyed or re-coded;

if the keys to Your Home are stolen as a consequence of forcible entry into or out of:

- i any building forming part of Your Home;
- 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 Home, or by their family or friends.

14 Landscaping

We will pay up to \$10,000 for the reasonable costs You necessarily incur in replacing or repairing Damaged trees, shrubs, plants, lawns or rockwork at Your Situation that are lost or Damaged by an Event claimable under **Part A of Policy 10**.

15 Modifications

When You occupy Your Home We will pay up to \$25,000 for modifications to Your Home if You are physically injured and become a paraplegic or quadriplegic as a direct consequence of loss or Damage to Your Home that is admitted as a claim under **Part A of Policy 10**.

This benefit only applies if the paraplegia or quadriplegia has continued for a period of no less than six months from the date of event and is substantiated by a legally qualified medical practitioner.

16 Mortgage discharge

We will pay up to \$5,000 to discharge any mortgage over Your Home if it becomes a total loss, is not replaced and We have paid the amount due under **Part A of Policy 10**.

17 Pets, security dogs

When You occupy Your Home We will pay up to \$1,000 for the

reasonable costs You necessarily incur for boarding pets or security dogs if Your Home is rendered unfit for its intended purpose by loss or Damage that is admitted as a claim under **Part A of Policy 10** and Temporary Accommodation does not allow pets or security dogs.

18 Purchaser's interest

We will cover a purchaser's legal interest in Your Home, in the terms of **Part A of Policy 10**, when the purchaser has signed an agreement to buy such property.

19 Removal, storage costs

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

- a removing any undamaged portion of Your Home 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 the undamaged portion of Your Home during such removal, storage and return; following loss or Damage to Your Home that is admitted as a claim under **Part A of Policy 10**.

20 Removal of squatters

We will pay up to \$1,000 any one Period of Insurance for legal fees You necessarily incur to repossess Your Home if squatters are living in it.

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

21 Title deeds

We will pay up to \$5,000 for the reasonable costs You necessarily incur in replacing Title Deeds to Your Home if they are lost or Damaged by an Event claimable under **Part A of Policy 10**, while anywhere in Australia

22 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 Home if such inundation is directly caused by Storm or Rainwater.

We will not pay if the inundation is caused by Flood or by any other Event that is not claimable under **Part A of Policy 10**.

Exclusions - what We do not insure

1 We will not pay for loss or Damage:

- a caused by Flood.
- b to retaining walls resulting from Storm or Rainwater
- c caused by lack of maintenance, rust, oxidation, corrosion, mould, Wear and Tear, fading, concrete or brick cancer, developing flaws, wet or dry rot, gradual corrosion or gradual deterioration or, failure to maintain Your Home in a reasonably good state of repair. This includes when the Damage to the Home is caused by light, air, sand, the climate (which includes wind or rain) or the passage of time;
- d caused by non-rectification of a defect, error or omission in Your Home that You were aware of, or should reasonably have been aware of.

- e caused by overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current.

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

- i Fusion of electric motors as covered under Special Benefit 4;
- ii lightning;
- iii power surge when such Event is confirmed by the supply authority; or
- iv resulting fire Damage.

- f caused by any action of the sea, high water or high tide, storm surge or tidal wave.

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

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

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

- i earthquake or seismological disturbance, Tsunami, explosion, physical impact by aircraft;
- ii bursting, leaking or overflowing of water tanks, pipes, drains, gutters or other water or liquid carrying apparatus (but not Flood).

- h caused by underground (hydrostatic) water.

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

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

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

- j inherent defect or latent defect.

- k vermin, mice, rats, termites, insects, mildew, or by pecking, biting, chewing or scratching by birds or animals.

However We will pay if any of these causes directly result in loss or Damage from any other Event claimable under **Part A of Policy 10** such as fire or glass breakage.

- l caused by the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds.

- m to water in swimming pools, spas or water tanks.

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

- o due to smut or smoke from industrial operations (other than sudden or unforeseen Damage resulting therefrom).
- p caused by any process involving the application of heat being applied directly to any part of Your Home.

However We will pay if any other part of Your Home is Damaged or destroyed by fire.

- q to 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.

- r to carpets and other floor coverings resulting from staining, fading or fraying.



However We will pay if the loss or Damage directly results from any other Event claimable under **Part A of Policy 10**.

- s** to boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting from the explosion thereof.
- t** to Your Home if it is vacant and undergoing demolition unless Our written consent to continue cover (consent which will not unreasonably be withheld) has been obtained before the commencement of demolition.
- u** to Your Home directly resulting from construction, erection, alteration or addition where the value of such work exceeds \$250,000 unless Our written consent to continue cover has been obtained before the commencement of such work, which will not unreasonably be withheld.

However We will pay if the loss or Damage directly results from any other Event claimable under **Part A of Policy 10**.

2 We will not be liable 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 Home;
- b** the cost of rectifying faulty or defective materials or faulty or defective workmanship;
- c** consequential loss, including but not limited to any:
 - 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 as specifically provided under an operative Additional Benefit or Special Benefit

- d** Wear and Tear

Claims - how We will settle Your claim

1 Replacement

If Your Home is Damaged, and Your claim is accepted, after consultation with You We will either rebuild, replace or repair.

The amount We pay under **Part A of Policy 10** 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 Home contains any architectural or structural feature of an ornamental, heritage or historical character or where materials used in the original construction are not readily available We will use the nearest equivalent available to the original materials;
- c** if it is lawful, and with Our prior written consent, which will not unreasonably be withheld, You will not be required to actually rebuild any building destroyed but may purchase an alternative existing building or part thereof to replace all or part of the one destroyed.

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

- d** if You cause unreasonable delays in commencing or carrying out Replacement, We will not pay any extra costs that result from that delay;
- e** when We wish to rebuild, replace or repair and You do not want this to occur and submit a claim for cash settlement in lieu, We will only pay Indemnity Value which means We will:
 - i** reduce the amount payable after due consideration of age and condition of the property at the time of loss (We will ensure any reduction of the amount payable is fair and reasonable);
 - ii** not pay in excess of Indemnity Value of Your Home; and
 - iii** seek release from further liability under this Policy.

We will not pay for the cost to:

- i** rebuild or replace any undamaged part of Your Home;
- ii** rebuild, replace or repair illegal installations.

For each and every claim You have to pay the amount of any Excess shown in **Part A of Policy 10** or on the Schedule.

2 Undamaged part of foundations and footings

If Your Home 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 Home, 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 Home 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; or 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 Home 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 loss or Damage if any Public or Statutory Authority refuses to allow Your Home 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 amount shown on the Schedule for Your Home is not otherwise expended.
- 2 Under Clauses 2. and 4. above, if there are any differences relating to value these may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be final and binding.

Special conditions

Uninhabited building

If Your Home becomes uninhabited We will only pay for loss of Damage caused by:

- a Earthquake;
- b Impact by vehicles, aircraft;
- c Storm and Rainwater;

unless Our prior written agreement to continue full cover during the uninhabited period has been obtained. Uninhabited means that in the 90period before loss or Damage no person resided in Your Home overnight on at least one occasion.

Excesses

Earthquake excess

You have to pay or contribute in relation to earthquake or seismological disturbance the first \$500 of the cost of loss or Damage which occurs during any one period of 72consecutive hours.

Other excesses

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

Part B - Liability to others

What We insure

We insure You up to the Limit of Liability shown on the Schedule for **Part B of Policy 10** if You become legally responsible to pay compensation for:

- Personal Injury; or
- Property Damage;

resulting from an Occurrence in connection with:

- the ownership (but not occupancy) of Your Home; or an operative **Additional Benefit**;

that happens during the Period of Insurance.

Additional benefits

We will pay up to the Limit of Liability for **Part B of Policy 10** 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 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 Your Lot.

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 loss or Damage to Your Lot or Home, or its improvements including gardens and lawns, to which the fertiliser, pesticide or herbicide was being applied.

Special benefits

1 Cost of defending a claim

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 at a coronial inquest or inquiry into any death which may be the subject of a claim for compensation under **Part B of Policy 10**;
- 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 on the Schedule for **Part B of Policy 10**.

2 Court appearance

We will pay compensation of \$250 per day if We require You to attend a Court as a witness in connection with a claim under **Part B of Policy 10**.

Exclusions - what We do not insure

We will not pay for any claim:

- 1 In connection with any liability for Personal Injury to any employee arising out of or in the course of their employment with You.

This exclusion does not apply to an 'eligible person' as defined under the WorkCover Queensland Act.

- 2 In respect of liability imposed by the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Home 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;
- 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 Home is situated;
- c injury to or death of animals, other than domestic animals, on Your Lot;



- d Personal Injury or Property Damage caused by animals, other than domestic animals, kept at Your Lot.
- 4 Arising out of the rendering or failure to render professional advice by You or any error or omission connected therewith.
- 5 Arising out of the publication or utterance of a defamation, libel or slander:
 - a made prior to the commencement of **Part B of Policy 10**;
 - 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.
- 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 Home where the cost of such work exceeds \$250,000, unless You advise Us and obtain Our 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 liability assumed by You under any contract or lease of real or personal property.
- 11 Arising out of or caused by the discharge, dispersal, release of or escape of Pollutants into or upon property, land, the atmosphere, or any water course or body of water. This exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place during the Period of Insurance.
- 12 Arising out of or incurred in the prevention, removing, nullifying or clean-up of any contamination or pollution. This exclusion does not apply to clean-up, removal or nullifying expenses only which are incurred after a sudden, identifiable, unexpected and unintended happening which takes place in its entirety at a specific time and place during the Period of Insurance.
- 13 For fines or penalties or for punitive, aggravated, exemplary or additional Damages (including interest and costs) imposed against You.
- 14 Arising out of the occupancy of Your Home or any other activity that earns You money or income other than rental or lease monies received as owner of Your Home.
- 15 In respect of Personal Injury to any family members normally residing with You.
- 16 In respect of Damage to property:
 - a owned by You or family members normally residing with You;
 - b not owned by but in Your care, custody or control or of a family member normally residing with You;
- 17 Made or actions instituted:
 - a outside Australia;
 - b which are governed by the laws of a foreign country.

Part C - Machinery breakdown

What We insure

We insure You against Insured Damage provided that the Insured Item is within Your Situation and is in the ordinary course of working at the time Damage occurs.

The amount We pay will:

- be calculated in accordance with the clause herein titled 'Claims - how We will settle your claim';
- be subject to the application of any Excess shown on the Schedule; and
- not exceed the Sum Insured stated on the Schedule for Part C of **Policy 10**.

Additional benefits

Additional Benefits are included when Your Sum Insured for Part C of **Policy 10** 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;

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

Exclusions - what We do not insure

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.

Special definitions

The words listed below have been given a specific meaning and these specific meanings apply to Part C of **Policy 10** when the words begin with a capital letter.

Insured Damage

means sudden and accidental physical loss or 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 **Part A of Policy 10**; or
- b** which is not claimable under **Part C of Policy 10**.

Insured Item

means:

- a** lifts, elevators, escalators and inclinator 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 Home.

Part D - Catastrophe insurance

What We insure

We insure You up to the Sum Insured shown on the Schedule for

Part D of Policy 10 against the Escalation in the cost of Replacement of Your Home if it is destroyed, or it is assessed as a constructive total loss, following a loss which occurs during the Period of Insurance:

- 1 a** due to a Catastrophe; or
 - b** other Event which occurs not later than 60days after a Catastrophe, provided Your Home has been continuously insured with Us for that period;
- and
- 2** the Event giving rise to the loss is admitted as a claim under **Part A of Policy 10**.

Special benefits

Special Benefits are included in addition to Your Sum Insured for **Part D of Policy 10**.

1 Temporary accommodation / rent - extended period of cover

a Temporary accommodation

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

- due to the happening of a Catastrophe, or other Event referred to in **Clause 1b** of 'What We insure'; and
- the loss or Damage to Your Home is admitted as a claim under **Part A of Policy 10**.

We will pay from the time indemnity provided under Special Benefit 1a of **Part A of Policy 10** is expended until the time You reoccupy Your Home 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 Home We will pay the actual Rent You lose or would have lost if Your Home is made unfit to be occupied for its intended purpose:

due to the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We insure'; and the loss or Damage to Your Home is admitted as a claim under **Part A of Policy 10**.

We will pay from the time indemnity provided under Special Benefit 1b of **Part A of Policy 10** is expended until the time Your Home is relet following completion of rebuilding, repairs or replacement provided You demonstrate You have taken all reasonable actions to obtain a new tenant.



2 Temporary accommodation – escalation in cost

When You occupy Your Home We will pay for Escalation In The Cost Of Temporary Accommodation You necessarily incur if Your Home is made unfit to be occupied for its intended purpose:

due to the happening of a Catastrophe, or other Event referred to in **Clause 1b** of 'What We insure'; and the loss or Damage to Your Home is admitted as a claim under **Part A** of **Policy 10**.

We will pay from the time Temporary Accommodation is obtained until the time You reoccupy Your Home 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 Home to the nearest place of safe keeping;
- b storing the undamaged portion at that place or an equivalent alternate place;
- c returning the undamaged portion to the Situation when occupancy of Your Home is permitted;
- d insuring the undamaged portion of Your Home during such removal, storage and return.

We will pay if the loss or Damage to Your Home is due to:

- the happening of a Catastrophe, or other Event referred to in **Clause 1b** of 'What We insure'; and
- is admitted as a claim under **Part A** of **Policy 10**.

The amount We pay will be reduced by any amount payable for such costs under **Part A** of **Policy 10**.

4 Cost of evacuation

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

- due to the happening of a Catastrophe; and
- the loss or Damage to Your Home is admitted as a claim under **Part A** of **Policy 10**.

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.

The combined total amount We will pay under Special Benefits 1 to 4 arising out of any one Event claimable under **Part D** of **Policy 10** is limited to 15% of the amount shown on the Schedule for **Part D** of **Policy 10** or such other percentage as We may agree in writing.

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 Home 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 Home in terms of **Part A** of **Policy 10** immediately prior to the Catastrophe; or
- ii the amount shown on the Schedule for **Part A** of **Policy 10** at the time of the Catastrophe, or other Event referred to in **Clause 1b** of 'What We insure'.

Special provisions

- 1 No payment will be made under **Part D** of **Policy 10** 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 Home.
- 2 In certifying the cost of Replacement of Your Home at the time immediately prior to a happening giving rise to a claim under **Part D** of **Policy 10** the qualified valuer, Loss Adjuster or other suitably qualified person will use as the basis of certification:
 - a the accepted building industry cost standards or recognised cost of materials guide in force on the day immediately prior to the happening of the Catastrophe or a day as close as practicable thereto;
 - b any extra cost necessarily incurred to comply with any Public or Statutory Authority requirements but will not include any cost that would have been incurred in complying with orders issued prior to the happening of the loss or Damage;
 - c Architects fees, surveyors' fees and any other professional fees;
 - d legal fees necessarily incurred in making submissions or applications to any Public or Statutory Authority, Builders Licensing Board, or Land and Environment Courts as a result of loss or Damage to Your Community Property;
 - e fees, contributions or imposts payable to any Public or Statutory Authority to obtain consent to rebuild, replace or repair Your Home.
- 3 Any differences relating to the cost of Replacement at the time immediately prior to a happening giving rise to a claim under **Part D** of **Policy 10** may be referred to the Australian Property Institute Inc who will appoint a qualified valuer whose decision be binding and who will at the same time decide as to payment of the costs of such referral.

Special condition

Part D of **Policy 10** is subject to the same terms, conditions and exclusions as **Part A** of **Policy 10** and **General Exclusions** except as they may be expressly varied herein.



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Community Association Insurance Plan



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Community Association Insurance Plan
Product Disclosure Statement and Policy Wording



Phone: 1300 361 263

Email: info@chu.com.au

www.chu.com.au

102640-01/2022

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

Orig. LF 11003875



11:50 23-Jul-2008

2 of 2

Fees: \$0.00

**LODGEMENT FOR FILING UNDER
THE COMMUNITY TITLES ACT 1996**

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &
STAMP DUTY PURPOSES ONLY**

Prefix
LF
Series No.
2

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: Duncan Sande & Associates DUSA 230

Correction to: Duncan Sande & Associates DUSA 230

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

- 1
- 2
- 3
- 4

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

ITEM(S)	AGENT CODE

R-G 010107

PICK-UP NO.	
CP	

CORRECTION	PASSED <i>[Signature]</i>
FILED <i>27/8/2008</i> <i>Mark McNeil</i> PRO REGISTRAR-GENERAL	

18. By Law 18, Payment of SA Water Rates

18.1 If there is only one water connection and if each Lot has its own sub meter for recording of water use, S.A Water will only provide one account for the payment of water use by all Lots. Payment of water use shall be the responsibility of the owners by referral of all accounts for payment of same to the Corporation Secretary. However if each Lot has a separate water connection and a SA Water meter, individual accounts will be issued by SA Water, to each Lot owner.

19. By Law 19, Community Corporation not Liable for Damage

The Community Corporation is not liable for damage to or loss of property or injury to any person(s) on or near a Community Lot due to any cause other than the negligence or a fraud of the Community Corporation or any employee or agent of the Community Corporation.

20. By Law 20, Rules

20.1 The Community Corporation may make Rules relating to the control, management, operation, use and enjoyment of the Community Parcel.

20.2 The Community Corporation may in accordance with the Terms contained in the Community Titles Act 1996 add to or alter the Rules.

20.3 The Community Corporation may not make, add to or alter a Rule so that it becomes inconsistent or in conflict with the Community Titles Act, Development Act or these By Laws.

20.4 Rules bind a Proprietor, Occupier, Mortgagee In Possession and Lessee, or Licensee of a Lot.

21 . Application of Section 35 (2) of The Act

The provisions of Section 35(2) of The Act apply to this Scheme in that the Community Corporation is **exempt** from compliance with the following requirement:

21.1.1 the need to maintain a register of the names of the owners of the community lots.

- 14.3 The Proprietor or Occupier of a Lot who chooses to keep a pet shall be liable to the Proprietors or Occupiers of the other Lot for any noise which is disturbing to an extent which is unreasonable and for any damage to or loss of Property or injury to any person(s) caused by the animal, and
- 14.4 Is responsible for cleaning up after the animal from any part of another Lot.

15 . By Law 15, Right of Peaceful Enjoyment

- 15.1 No Proprietor, Occupier or person lawfully upon a Lot or Common Property shall impede, interfere with or prevent the peaceful enjoyment of another Lot.

16. By Law 16, Community Corporations Right to Recover Money

- 16.1 The Corporation may recover any money owing to it under the By Laws or by application of the Act as a debt.
- 16.2 In the event of default in payment to the Corporation for a period of exceeding 14 days the Corporation may charge default interest of 2% above the interest rates quoted by the Corporation's Bankers on overdraft accommodation for amounts of less than \$100,000.00 on the full amount of the outstanding debt commencing from the day that the money becomes due for payment.
- 16.3 The Proprietor or Occupier of a Lot must pay or reimburse the Corporation for costs, damages and expenses incurred in connection with the contemplated or actual enforcement of the By Laws, in relation to that Proprietor or Occupier; upon demand.

17 By Law 17, Display of Advertisements

- 17.1 A person must not display an advertisement on a lot or the common property without the approval of the Corporation.
- 17.2. However this section does not prevent the display of an advertisement associated with the sale or lease of a community lot.

- 11.6 The Proprietor of each Lot must provide the Community Corporation, as requested by the Community Corporation from time to time, evidence of a current policy of Insurance effected by the Proprietor in terms of this By Law.

12. By Law 12, Maintenance of Building on a Lot

- 12.1 The Proprietor or Occupier of a Lot shall maintain the exterior of the building without limitation, always keep same clean and tidy and in good repair and condition and so as to maintain the harmonious appearance of the development as a whole.
- 12.2 The Proprietor or Occupier of a Lot must carry out all required maintenance on the exterior of the buildings on a Lot in a proper and workmanlike manner, so as not to diminish or impede the other Lot Owners enjoyment of their respective Lot and to the satisfaction of the Community Corporation.

13. By Law 13, Maintenance of Landscaping on Lots

- 13.1 The Proprietor or Occupier of a Lot must ensure the landscaping upon that Lot is always maintained and kept neat and tidy and free of rubbish and to meet the reasonable standards set by the Community Corporation.
- 13.2 Lot Owners are permitted to alter the landscaping within certain limitations including compliance with the following:
- a/ no trees shall be planted that will cause or have the potential to cause damage to the foundations of any dwelling or other structure, and
 - b/ no tree, plant, shrub, bush etc shall be planted that exceeds, or shall be allowed to exceed a height of 4.00m.
(existing vegetation excluded)

14. By Law 14, Keeping of Pets

- 14.1 The Proprietor or Occupier of a Lot shall be permitted to keep a pet, of reasonable size (cat or dog), upon a Lot or Common Property.
- 14.2 The Proprietor or Occupier of a Lot must ensure the animal is confined to the Lot.

- 9.3 Lot Owners shall place garbage bins for collection at the kerbside on Lutana Crescent in such a position so as not to affect traffic on either Lutana Crescent nor obstruct access to the driveway.

10. By Law 10, Service Infrastructure

The Community Corporation shall be responsible for the maintenance, repair and replacement of the Service Infrastructure within the Common Property and where it passes through Community Lots to service another Lot.

11. By Law 11, Insurance

- 11.1 The Corporation must review on an annual basis all Insurances affected by it for the Common Property and the need for new Insurances. Such insurance by the Corporation shall include Public Liability insurance for a minimum amount of Ten Million Dollars (\$10,000,000.00) and adequate insurance to provide for the ongoing maintenance repair and replacement costs of all underground services and pipes.
- 11.2 Notice of an Annual General Meeting of the Community Corporation must include a form of motion to decide whether Insurances affected by the Community Corporation should be confirmed, varied or extended, and
- 11.3 The Community Corporation must immediately effect new Insurances or vary or extend existing Insurances if there is an increased risk or a new risk.
- 11.4 A Proprietor or Occupier of a Community Lot must not, except with the approval of the Community Corporation, do anything that might;-
- a/ void or prejudice Insurance effected by the Community Corporation; or
 - b/ increase any Insurance Premium payable by the Community Corporation.
- 11.5 Each Proprietor of a Lot shall insure all buildings and other improvements on the Lot.
The Insurance must be against risks that a normally prudent person would insure against; and
- a/ must be for the full cost of replacing the Building or Improvements with new Materials; and
 - b/ must cover incidental costs such as demolition, site clearance, Architects fees and Engineering fees.

7. By Law 7, Operation and Management of the Scheme

- 7.1 The Corporation shall be constituted in accordance with and shall have the powers, duties and obligations contained in part 9 of the Act.
- 7.2 The Corporation may appoint a Manager to Administer to the extent permitted by regulations made under the Act, on behalf of the Corporation;
- a/ The functions and obligations of the Corporation under the Act, and,
- b/ The Administration and enforcement of these By Laws and the Rules.
- 7.3 The Manager is to be appointed on a contract that is subject to annual review by the Corporation.
- 7.4 If on an annual review the Corporation is dissatisfied with the performance of the Manager, the Corporation may terminate the Corporation Management contract.
- 7.5 A Lot Owner may cast one (1) vote in respect of their Community Lot on any matter arising for decision at a General Meeting of the Corporation.

8. By Law 9, Fencing

- 8.1 The Fences Act 1975 (as amended) applies as between Owners of adjoining Community Lots.
- 8.2 Notwithstanding By Law 8 (1) above where fencing is in need of replacement, it shall be replaced by fencing of the same type, design, height and colour as the existing fence, unless otherwise agreed to in writing by the Corporation pursuant to a majority vote.

9. By Law 9, Garbage

- 9.1 The Occupiers of the respective Community Lots must provide a garbage bin for the storage of garbage upon their lots and ensure that arrangements are made for the collection of garbage by the Local Council, or it's contractor in accordance with that Council's By Laws and garbage collection arrangements.
- 9.2 Garbage bins shall be stored upon the Community Lot in a position such that it is not visible from outside the Lot.

4. By Law 4, Garages Carports and Garden Sheds

Proprietors of Lots may install a Garage, Carport or Garden Shed with the following limitations:-

- 4.1. Garages, carports and/or Garden Sheds may only be installed in accordance with Council approval, and
- 4.2. Must be of colourbond steel construction and in an harmonious colour with the dwelling.

5. By Law 5, Control of Lessess and Licensees

- 5.1. These By Laws shall apply to Lessees and Licensees of Community Lots.
- 5.2. A Proprietor whose Lot is the subject of a Lease or Licence agreement must provide the Lessee or Licensee with a copy of this Management statement.
- 5.3. It shall be the responsibility of the Proprietor whose Lot is subject to a Lease or License to take all reasonable steps including without limitation, any action available to him under the Lease or License agreement to ensure that the Lessee or Licensee of the lot and any person on the Community Parcel with the consent (express or implied) of the Lessee or Licensee complies with the By Laws of the scheme.

6. By Law 6, Maintenance of the Common Property

- 6.1 The Community Corporation may contract with persons to provide maintenance services in connection with Common Property.
- 6.2 The Community Corporation must levy a contribution on it's members (Lot Owners) for any costs associated with maintaining the Common Property in accordance with the Lot Entitlements for each respective Lot and in accordance with Section 20 of the Act.
- 6.3 Maintenance contracts may be terminated by a majority resolution of the Corporation.

2. By Law 2, Pergolas

It shall be permitted that the Proprietors of Lots may construct Pergolas subject to the following limitations;

- 2.1. Subject to compliance with Council approvals and regulations that shall be first had and obtained.

3. By Law 3, Installation of Airconditioning Units

It shall be permitted that the Proprietors of Lots may install Airconditioning Units subject to the following limitations;

3.1 Existing Air Conditioning Units

Existing air conditioning units are excluded herefrom, however any future replacement of an air conditioning unit shall be required to comply with this condition. Any variation to this requirement shall require the written consent of the Corporation being obtained as the result of a majority vote.

3.1. Roof Mounted Units

- a. The colour of the Airconditioning Unit must be similar to that of the Roof on which it is installed, and
- b. Airconditioning Units may only be installed on that portion of the roof , and in a manner such that it shall not be visible from the dwelling located on the other Lot or from the outside areas of the other Lot.

3.2 Split System Units

Where it is necessary to mount the main Airconditioning Unit on the ground or wall, it shall only be installed in a location where it shall not be visible from the adjacent Lot , and be located in such a manner that the noise of the system shall not create a disturbance to the other lot owners.

3.3. Prohibited Airconditioning Systems

An Airconditioning System which protrudes through a wall or window is not permitted.

PART 1

Permitted Use.

1. No dwelling shall be used or occupied for any purpose other than that of a Residential dwelling.
2. There shall be no alterations or additions to the exterior of the building unless they are harmonious and in context with the design and concept of the development as a whole and are only to be undertaken with the prior written approval of the Corporation being first had and obtained by majority vote which said approval shall not be unreasonable withheld by the Corporation.

PART 2

Mandatory By Laws

1. **By Law 1, Common Property**
 - 1.1 The Common Property is delineated on sheet 1 of the Primary Plan of the scheme and marked (C1) thereon.
 - 1.2 The Community Corporation is responsible for the control, administration, management, use and maintenance of the Common Property
 - 1.3 The Community Corporation shall not be liable or responsible for any damage or theft to, or of any item owned by, or placed or left by or with, the authority of a lot Owner on a Community Lot for any reason whatsoever
 - 1.4 The Community Corporation shall maintain public liability insurance over the common property, and insurance to provide for the ongoing repairs and maintenance of and or replacement of the underground pipes and other services that comprise and constitute the service easements and any other common services to the community lots.

DEFINITIONS

UNLESS THE CONTRARY INTENTION APPEARS THE FOLLOWING APPLIES;

- A. Reference to 'The Act' means the Community Titles Act 1996.
- B. Reference to the 'Regulations under the Act' means the Community Titles Act Regulations 1996.
- C. The Corporation means the Community Corporation No. 24850 Inc. constituted in accordance with part 9 of the Act.
- D. Reference to a Lot means a reference to a Community Lot comprised within Community Plan No. 24850 and as defined in The Act.
- E. Rules means the rules made by the Corporation pursuant to the power contained in these By Laws and the Act.
- F. Singular includes the plural and vice versa.
- G. Reference to "the Council" means the City of Marion
- H. Reference to the masculine includes the feminine and includes a firm, a body Corporate, and Association or an Authority.
- I. Reference to "the Common Property" means the Community Common Property for Community No. 24850

INDEX

1. Definitions

PART 1

1. Permitted Use

PART 2 - MANDATORY BY LAWS

- 1 Common Property**
- 2 Pergolas**
- 3 Installation of Airconditioning Units**
- 4 Garden Sheds**
- 5 Control of Lessees and Licensees**
- 6 Maintenance of the Common Property**
- 7 Operation and Management of the Scheme**
- 8 Internal Fencing**
- 9 Garbage**
- 10 Service Infrastructure**
- 11 Insurance**
- 12 Maintenance of a building on a Lot**
- 13 Maintenance of Landscaping on Lots**
- 14 Keeping of Pets**
- 15 Right of Peaceful Enjoyment**
- 16 Community Corporations Right to Recover Money**
- 17 Display of Advertisements**
- 18 Payment of S A Water Rates**
- 19 Community Corporation not Liable for Damage**
- 20 Rules**
- 21 Application of Section 35 (2) of The Act**

COMMUNITY TITLES ACT AND REGULATIONS 1996.
MANAGEMENT BY LAWS

WARNING

The terms of these By Laws are binding upon the Community Corporation, the Owners, Occupiers and Lessees of the Community Lots and all persons entering upon the Community Parcel.

These By Laws relate to the control and preservation of the essence or theme of the Community Corporation and as such may only be amended or revoked by unanimous resolution of the Community Corporation in accordance with Section 39 of the Community Titles Act 1996.

If the whole or any part of a provision of these By Laws is invalid, unenforceable or of illegal intent, it is severed. The remainder of these By Laws will have full force and effect.

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

BY LAWS
DEVELOPMENT No 100 / C036 / 08

BY LAWS

COMMUNITY PLAN NUMBER 24850

66 LUTANA CRESCENT,

MITCHELL PARK SA 5043



Environment Protection Authority

GPO Box 2607 Adelaide SA 5001
211 Victoria Square Adelaide SA 5000
T (08) 8204 2004
Country areas 1800 623 445

Receipt No : 0002645312
Admin No : 106683 (90586)

DIVINE FORMS PTY. LTD.
Shop 21
1007-1009 North East Road
RIDGEHAVEN SA 5097

Contact: Section 7
Telephone: (08) 8204 2026
Email: epasection7@sa.gov.au

Contact: Public Register
Telephone: (08) 8204 9128
Email: epa.publicregister@sa.gov.au

06 February, 2025

EPA STATEMENT TO FORM 1 - CONTRACTS FOR SALE OF LAND OR BUSINESS

The EPA provides this statement to assist the vendor meet its obligations under section 7(1)(b) of the *Land and Business (Sale and Conveyancing) Act 1994*. A response to the questions prescribed in Schedule 1-Contracts for sale of land or business-forms (Divisions 1 and 2) of the *Land and Business (Sale and Conveyancing) Act 1994* is provided in relation to the land.

I refer to your enquiry concerning the parcel of land comprised in

Title Reference CT Volume 6017 Folio 367
Address 1B Thorne Crescent, MITCHELL PARK SA 5043

Schedule – Division 1 – *Land and Business (Sale and Conveyancing) Regulations 2010*

PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND

8. *Environment Protection Act 1993*

Does the EPA hold any of the following details relating to the *Environment Protection Act 1993*:

8.1	Section 59 - Environment performance agreement that is registered in relation to the land.	NO
8.2	Section 93 - Environment protection order that is registered in relation to the land.	NO
8.3	Section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land.	NO
8.4	Section 99 - Clean-up order that is registered in relation to the land.	NO
8.5	Section 100 - Clean-up authorisation that is registered in relation to the land.	NO
8.6	Section 103H - Site contamination assessment order that is registered in relation to the land.	NO
8.7	Section 103J - Site remediation order that is registered in relation to the land.	NO

8.8	Section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination).	NO
8.9	Section 103P - Notation of site contamination audit report in relation to the land.	NO
8.10	Section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land.	YES

Schedule – Division 2 – Land and Business (Sale and Conveyancing) Regulations 2010

PARTICULARS RELATING TO ENVIRONMENT PROTECTION

3-Licences and exemptions recorded by EPA in public register

Does the EPA hold any of the following details in the public register:

a)	details of a current licence issued under Part 6 of the <i>Environment Protection Act 1993</i> to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?	NO
b)	details of a licence no longer in force issued under Part 6 of the <i>Environment Protection Act 1993</i> to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?	NO
c)	details of a current exemption issued under Part 6 of the <i>Environment Protection Act 1993</i> from the application of a specified provision of that Act in relation to an activity carried on at the land?	NO
d)	details of an exemption no longer in force issued under Part 6 of the <i>Environment Protection Act 1993</i> from the application of a specified provision of that Act in relation to an activity carried on at the land?	NO
e)	details of a licence issued under the repealed <i>South Australian Waste Management Commission Act 1979</i> to operate a waste depot at the land?	NO
f)	details of a licence issued under the repealed <i>Waste Management Act 1987</i> to operate a waste depot at the land?	NO
g)	details of a licence issued under the repealed <i>South Australian Waste Management Commission Act 1979</i> to produce waste of a prescribed kind (within the meaning of that Act) at the land?	NO
h)	details of a licence issued under the repealed <i>Waste Management Act 1987</i> to produce prescribed waste (within the meaning of that Act) at the land?	NO

4-Pollution and site contamination on the land - details recorded by the EPA in public register

Does the EPA hold any of the following details in the public register in relation to the land or part of the land:

a)	details of serious or material environmental harm caused or threatened in the course of an activity (whether or not notified under section 83 of the <i>Environment Protection Act 1993</i>)?	NO
----	--	----

- | | | |
|----|--|------------|
| b) | details of site contamination notified to the EPA under section 83A of the <i>Environment Protection Act 1993</i> ? | NO |
| c) | a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register? | YES |
| d) | a copy of a site contamination audit report? | NO |
| e) | details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the <i>Environment Protection Act 1993</i> applies? | NO |
| f) | details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the <i>Environment Protection Act 1993</i> ? | NO |
| g) | details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the <i>Environment Protection Act 1993</i> ? | NO |
| h) | details of a notification under section 103Z(1) of the <i>Environment Protection Act 1993</i> relating to the commencement of a site contamination audit? | NO |
| i) | details of a notification under section 103Z(2) of the <i>Environment Protection Act 1993</i> relating to the termination before completion of a site contamination audit? | NO |
| j) | details of records, held by the former <i>South Australian Waste Management Commission</i> under the repealed <i>Waste Management Act 1987</i> , of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995? | NO |

5-Pollution and site contamination on the land - other details held by EPA

Does the EPA hold any of the following details in relation to the land or part of the land:

- | | | |
|----|--|----|
| a) | a copy of a report known as a "Health Commission Report" prepared by or on behalf of the <i>South Australian Health Commission</i> (under the repealed <i>South Australian Health Commission Act 1976</i>)? | NO |
| b) | details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the <i>Environment Protection Act 1993</i> ? | NO |
| c) | details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the <i>Environment Protection Act 1993</i> ? | NO |
| d) | a copy of a pre-1 July 2009 site audit report? | NO |
| e) | details relating to the termination before completion of a pre-1 July 2009 site audit? | NO |

Records identified in this EPA Statement to Form 1: **SC61555**

The above records have been identified with a YES response in this EPA Statement to Form 1 and can be obtained by contacting the Public Register on (08) 8204 9128 or email epa.publicregister@sa.gov.au

All care and diligence has been taken to access the above information from available records. Historical records provided to the EPA concerning matters arising prior to 1 May 1995 are limited and may not be accurate or complete.

NOTE

Section 103S - GROUNDWATER PROHIBITION AREA - TONSLEY, PORTIONS OF CLOVELLY PARK, MITCHELL PARK, MARION. Date of Notice: 8/4/2021. Date of Gazette in which notice published: 8/4/2021.

Description of the water to which the notice relates: The prohibition relates to the taking of groundwater from: The 1st and 2nd Quaternary aquifers, being the Pooraka Formation (Quaternary) aquifer and the 1st Hindmarsh Clay (Quaternary) aquifer, being the body of groundwater 0 to approximately 25 metres below the ground surface within the specified area. Particulars in the notice of the site contamination affecting the water: The site contamination affecting the groundwater is in the form of chlorinated hydrocarbons, petroleum hydrocarbons, metals and PFAS which represent actual or potential harm to human health or safety.

NOTE

General

Further information regarding this site can be found on the EPA website, http://www.epa.sa.gov.au/data_and_publications/site_contamination_monitoring/investigations