

Form 1 - Vendor's statement

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

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Preliminary

To the purchaser:

The purpose of a statement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the land to be acquired.

If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

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

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

Instructions to the vendor for completing this statement:

☐ means the Part, Division, particulars or item may not be applicable.

If it is applicable, ensure the box is ticked and complete the Part, Division, particulars or item.

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

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

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

Part A - Parties and land

1 Purchaser:

Address:

2 Purchaser's registered agent:

Address:

3 Vendor:

Casey Hayden Lailey
Leah Marie Lailey

Address:

4 Lavender Grove

Seaford Rise SA 5169

4 Vendor's registered agent:

Josh Morrison

Address:

74 Brighton Road

Glenelg East SA 5045

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

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

Certificate of Title - Volume: 6194 Folio: 101
5/365A Marion Road, Plympton SA 5038

Lot 5 Primary Community Strata Plan 41009
In the Area named Plympton
Hundred of Adelaide

Part B - Purchaser's cooling-off rights and proceeding with the purchase

To the purchaser:

Right to cool-off (section 5)

1 - Right to cool-off and restrictions on that right

You may notify the vendor of your intention not to be bound by the contract for the sale of the land UNLESS -

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

2 - Time for service

The cooling-off notice must be served -

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

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

3 - Form of cooling-off notice

The cooling-off notice must be in writing and must be signed by you.

4 - Methods of service

The cooling-off notice must be -

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

74 Brighton Road, Glenelg East SA 5045

(being the vendor's last known address); or
- (c) transmitted by fax or email to the following fax number or email address:

josh@magain.com.au

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

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

74 Brighton Road Glenelg East SA 5045

being ☒ the agent's address for service under the *Land Agents Act 1994*

☐ an address nominated by the agent to you for the purpose of service of the notice

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

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

5 - Effect of service

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

- (a) the amount of any deposit paid if the deposit did not exceed \$100; or
- (b) an amount paid for an option to purchase the land.

If you wish to proceed with the purchase -

- ### Part C - Statement with respect to required particulars

To the purchaser:

of 4 Lavender Grove
Seaford Rise SA 5169

Date:	
Signed	

Date: _____
Signed: _____

Date: _____

Signed _____

Date: _____
Signed _____

(section 9)

I, Josh Morrison

Exceptions:

Date: _____

Signed: _____

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

Note -

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

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

- (a) there is an attachment to this statement and -
 - (i) all the required particulars are contained in that attachment; and
 - (ii) the attachment is identified in column 2; and
 - (iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or
- (b) the mortgage, charge or prescribed encumbrance -
 - (i) is 1 of the following items in the table:
 - (A) under the heading 1. General -
 - 1.1 Mortgage of land
 - 1.4 Lease, agreement for lease, tenancy agreement or licence
 - 1.5 Caveat
 - 1.6 Lien or notice of a lien
 - (B) under the heading 36. Other charges -
 - 36.1 Charge of any kind affecting the land (not included in another item); and
 - (ii) is registered on the certificate of title to the land; and
 - (iii) is to be discharged or satisfied prior to or at settlement.

Table of particulars

Column 1

Column 2

Column 3

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

[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE" or "N/A" in column 1.

Alternatively, the item and any inapplicable heading may be omitted, *but not* in the case of-

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

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

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

(d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2, which must be retained as part of this statement whether applicable or not.]

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

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

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

1. General

1.1 Mortgage of land

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

Is this item applicable?

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

Are there attachments?

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

Certificate of Title - Volume: 6194 Folio: 101

Number of mortgage (if registered):

12771373

Name of mortgagee:

Westpac Banking Corporation (ACN: 007 457 141)



Yes

Yes

1.2 Easement

(whether over the land or annexed to the land)

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

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

Is this item applicable?

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

Are there attachments?

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

Property Interest Report

Description of land subject to easement:

Portion of the land in Certificate of title - Volume: 6194 Folio: 101

Nature of easement:

Statutory Easement to SA Power Networks (including those related to gas, water and sewage) may exist.

Are you aware of any encroachment on the easement?

No

If YES, give details:

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

If YES, give details:

1.3 Restrictive covenant

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

Is this item applicable?

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

Are there attachments?

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

Nature of restrictive covenant:

Name of person in whose favour restrictive covenant operates:

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

If NO, give details:

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



No

Yes



No

Yes

14 Lease, agreement for lease, tenancy agreement or licence

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

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

Is this item applicable?

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

Are there attachments?

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

Residential Lease Agreement and Lease Extensions

Name of parties:

Casey Hayden Lailey
Leah Marie Lailey
Prashan Mihiranga Hunukumbura
Widushi Widanalage

Period of lease, agreement for lease etc:

From 16/07/2024

to 15/07/2026

Amount of rent or licence fee:

\$ 455.00 per Week (period)

Is the lease, agreement for lease etc in writing?

Yes

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

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

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



No

Yes

5. Development Act 1993 (repealed)

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

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

Is this item applicable?

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

Are there attachments?

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

Council Search

☒

No

Yes

Condition(s) of authorisation:

Development Authorisation: 211/905/2004
Development Description: Land division - Torrens Title DAC No. 211/D097/04
Development Authorisation: 211/905/2004/A
Development Description: Land Division - Torrens Title DAC No. 211/D097/04
Create one (1) additional allotment Amendment to remove the first sentence from Condition 2
Development Authorisation: 211/1430/2015
Development Description: Construction of a two storey Residential Flat Building comprising ten (10) dwellings and detached carport (25.1m x 5.6m x 3.3m max height) and associated landscaping
Development Authorisation: 211/1073/2016
Development Description: Demolition of all structures
Development Authorisation: 211/1138/2016
Development Description: Land division - Communit Title; DAC No. 211/C139/16 (Unique ID 55525); Create nine (9) additional allotments

5.2	section 50(1) Requirement to vest land in a council or the Crown to be held as open space	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): Date requirement given: Name of body giving requirement: Nature of requirement: Contribution payable (if any): \$	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
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5.3	section 50(2) Agreement to vest land in a council or the Crown to be held as open space	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): Date of agreement: Names of parties: Terms of agreement: Contribution payable (if any): \$	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
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5.4	section 55 Order to remove or perform work	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): Date of order: Terms of order: Building work (if any) required to be carried out: Amount payable (if any): \$	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
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~~5.5~~ section 56 - Notice to complete development

Is this item applicable?

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

Are there attachments?

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

Date of notice:

Requirements of notice:

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

Amount payable (if any):

~~5.6~~ section 57 - Land management agreement

Is this item applicable?

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

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

~~5.7~~ section 60 - Notice of intention by building owner

Is this item applicable?

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

Are there attachments?

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

Date of notice:

Building work proposed (as stated in the notice):

Other building work as required pursuant to the Act:

5.8 section 69 - Emergency order

Is this item applicable?

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

Are there attachments?

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

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable (if any):

5.9 section 71 - Fire safety notice

Is this item applicable?

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

Are there attachments?

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

Date of notice:

Name of authority giving notice:

Requirements of notice:

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

Amount payable (if any):

5.10 section 84 - Enforcement notice

Is this item applicable?

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

Are there attachments?

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

Date of notice given:

5.10 section 84 - Enforcement notice
(continued)

Name of relevant authority giving notice:

Nature of directions contained in notice:

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

Amount payable (if any):

\$

5.11 section 85(6), 85(10) or 106
Enforcement order

Is this item applicable?

☐

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

☐

Are there attachments?

☐

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

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

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

5.12 Part 11 Division 2 - Proceedings

Is this item applicable?

☐

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

☐

Are there attachments?

☐

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

Date of commencement of proceedings:

Date of determination or order (if any):

Terms of determination or order (if any):

6. Repealed Act conditions

<div>6.1</div> <div>Condition (that continues to apply) of an approval or authorisation granted under the Building Act 1971 (repealed), the City of Adelaide Development Control Act 1976 (repealed), the Planning Act 1982 (repealed) or the Planning and Development Act 1966 (repealed)</div> <div><div>[Note - Do not omit this item. This item and its heading must be included in the statement even if not applicable.]</div></div>	<div>Is this item applicable?</div> <div>Will this be discharged or satisfied prior to or at settlement?</div> <div>Are there attachments?</div> <div>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</div> <div></div> <div>Nature of condition(s):</div> <div></div>	<div><input type="checkbox"/></div> <div><input type="checkbox"/></div> <div><input type="checkbox"/></div>
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7. Emergency Services Funding Act 1998

<div>7.1</div> <div>section 16 - Notice to pay levy</div>	<div>Is this item applicable?</div> <div>Will this be discharged or satisfied prior to or at settlement?</div> <div>Are there attachments?</div> <div>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</div> <div>Certificate of Emergency Services Levy payable</div> <div>Date of notice:</div> <div>25-06-2025</div> <div>Amount of levy payable:</div> <div>\$0.00</div>	<div><input checked="" type="checkbox"/></div> <div><input type="text" value="Yes"/></div> <div><input type="text" value="Yes"/></div>
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19. Land Tax Act 1936

19.1 Notice, order or demand for payment of land tax

Is this item applicable?

☒

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

Are there attachments?

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

Certificate of Land Tax payable

Date of notice, order or demand:

25/06/2025

Amount payable (as stated in the notice):

\$0.00

DRAFT

21. Local Government Act 1999

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

Is this item applicable?

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

Are there attachments?

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

Local Government search - rates page

Date of notice, order etc:

25/06/2025

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

City of West Torrens

Land subject thereto:

Certificate of title - Volume: 6194 Folio: 101
5/365A Marion Road, Plympton SA 5038

Nature of requirements contained in notice, order etc:

General rates 2024/2025 Financial Year

Time for carrying out requirements:

Refer to the Local Government Rates search

Amount payable (if any):

\$0.00

☒

Yes

Yes

29. Planning, Development and Infrastructure Act 2016

29.1 Part 5 - Planning and Design Code

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

Is this item applicable?



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

No

Are there attachments?

Yes

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

Property Interest Report and Data extract for section 7 search purposes

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

Zones: Housing Diversity Neighbourhood (HDN)

Subzones: No

Zoning overlays: Refer to Data extract for section 7 search purposes

Is there a State heritage place on the land or is the land situated in a State heritage area?

No

Is the land designated as a local heritage place?

No

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?

No

Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?

Yes

Note - For further information about the Planning and Design Code visit www.code.plan.sa.gov.au.

~~29.2~~

~~section 127 – Condition
(that continues to apply) of
a development authorisation~~

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of authorisation:~~

~~Name of relevant authority that granted authorisation:~~

~~Condition(s) of authorisation:~~

~~29.3~~

~~section 139 – Notice of
proposed work and notice may
require access~~

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Name of person giving notice of proposed work:~~

~~Building work proposed (as stated in the notice):~~

~~Other building work as required pursuant to the Act:~~

29.4	section 140 – Notice requesting access	Is this item applicable?	<input type="checkbox"/>
		Will this be discharged or satisfied prior to or at settlement?	<input type="checkbox"/>
		Are there attachments?	<input type="checkbox"/>
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	<input type="text"/>
		<input type="text"/>	
		Date of notice:	<input type="text"/>
		Name of person requesting access:	<input type="text"/>
		Reason for which access is sought (as stated in the notice):	<input type="text"/>
		Activity of work to be carried out:	<input type="text"/>

29.5	section 141 – Order to remove or perform work	Is this item applicable?	<input type="checkbox"/>
		Will this be discharged or satisfied prior to or at settlement?	<input type="checkbox"/>
		Are there attachments?	<input type="checkbox"/>
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	<input type="text"/>
		<input type="text"/>	
		Date of order:	<input type="text"/>
		Terms of order:	<input type="text"/>
		Building work (if any) required to be carried out:	<input type="text"/>
		Amount payable (if any):	<input type="text"/>

29.6 section 142 - Notice to complete development

Is this item applicable?

☐

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

☐☐

Are there attachments?

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

Date of notice:

Requirements of notice:

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

Amount payable (if any):

29.7 section 155 - Emergency order

Is this item applicable?

☐

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

☐☐

Are there attachments?

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

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable (if any):

29.8	section 157 – Fire safety notice	Is this item applicable?	<input type="checkbox"/>
		Will this be discharged or satisfied prior to or at settlement?	<input type="checkbox"/>
		Are there attachments?	<input type="checkbox"/>
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	<input type="checkbox"/>
		<div></div>	
		Date of notice:	
		<div></div>	
		Name of authority giving notice:	
		<div></div>	
		Requirements of notice:	
		<div></div>	
		Building work (if any) required to be carried out:	
		<div></div>	
		Amount payable (if any):	
		<div></div>	

29.9	section 192 or 193 – Land management agreement	Is this item applicable?	<input type="checkbox"/>
		Will this be discharged or satisfied prior to or at settlement?	<input type="checkbox"/>
		Are there attachments?	<input type="checkbox"/>
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	<input type="checkbox"/>
		<div></div>	
		Date of agreement:	
		<div></div>	
		Names of parties:	
		<div></div>	
		Terms of agreement:	
		<div></div>	

29.10	section 198(1) Requirement to vest land in a council or the Crown to be held as open space	Is this item applicable?	<input type="checkbox"/>
		Will this be discharged or satisfied prior to or at settlement?	<input type="checkbox"/>
		Are there attachments?	<input type="checkbox"/>
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	<input type="text"/>
		<input type="text"/>	
		Date requirement given:	<input type="text"/>
		Name of body giving requirement:	<input type="text"/>
		Nature of requirement:	<input type="text"/>
		Contribution payable (if any):	<input type="text"/>

29.11	section 198(2) Agreement to vest land in a council or the Crown to be held as open space	Is this item applicable?	<input type="checkbox"/>
		Will this be discharged or satisfied prior to or at settlement?	<input type="checkbox"/>
		Are there attachments?	<input type="checkbox"/>
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	<input type="text"/>
		<input type="text"/>	
		Date of agreement:	<input type="text"/>
		Names of parties:	<input type="text"/>
		Terms of agreement:	<input type="text"/>
		Contribution payable (if any):	<input type="text"/>

29.12	Part 16 Division 1 - Proceedings	Is this item applicable?	<input type="checkbox"/>
		Will this be discharged or satisfied prior to or at settlement?	<input type="checkbox"/>
		Are there attachments?	<input type="checkbox"/>
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	<input type="text"/>
		<input type="text"/>	
		Date of commencement of proceedings:	<input type="text"/>
		Date of determination or order (if any):	<input type="text"/>
		Terms of determination or order (if any):	<input type="text"/>

29.10	section 210 - Enforcement notice	Is this item applicable?	<input type="checkbox"/>
		Will this be discharged or satisfied prior to or at settlement?	<input type="checkbox"/>
		Are there attachments?	<input type="checkbox"/>
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	<input type="text"/>
		<input type="text"/>	
		Date notice given:	<input type="text"/>
		Name of designated authority giving notice:	<input type="text"/>
		Nature of directions contained in notice:	<input type="text"/>
		Building work (if any) required to be carried out:	<input type="text"/>
		Amount payable (if any):	<input type="text"/>

29.14	section 214(6), 214(10) or 222 - Enforcement order	Is this item applicable?	<input type="checkbox"/>
		Will this be discharged or satisfied prior to or at settlement?	<input type="checkbox"/>
		Are there attachments?	<input type="checkbox"/>
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	<input type="checkbox"/>
		<div></div>	
		Date order made:	
		<div></div>	
		Name of court that made order:	
		<div></div>	
		Action number:	
		<div></div>	
		Names of parties:	
		<div></div>	
		Terms of order:	
		<div></div>	
		Building work (if any) required to be carried out:	
		<div></div>	

34. Water Industry Act 2012

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

☒

Yes

☐

Yes

Is this item applicable?

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

Are there attachments?

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

SA Water certificate

Date of notice or order:

25/06/2025

Name or person or body who served notice or order:

South Australian Water Corporation

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

\$0.00

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

Payment of SA Water Rates and Charges

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

- 1 Name of community corporation: Community Corporation No. 41009 Incorporated
Address of community corporation: 365A Marion Road
Plympton SA 5038
- 2 Application must be made in writing to the community corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the community corporation for the documents referred to in 6 unless those documents are obtained from the Lands Titles Registration Office.
- 3 Particulars supplied by the community corporation or known to the vendor:
- (a) particulars of contributions payable in relation to the lot (including details of arrears of contributions related to the lot):
See attached Section 139 Statement
- (b) particulars of assets and liabilities of the community corporation:
See attached Section 139 Statement
- (c) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute:
See attached Section 139 Statement
- (d) if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract:
See attached Community By-Laws and Scheme Description
- (e) if the lot is a community lot, particulars of the lot entitlement of the lot:
See attached Community Plan (Lot Entitlement: 1010/10000)

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

- 4 Documents supplied by the community corporation that are enclosed:
- (a) a copy of the minutes of the general meetings of the community corporation and management committee
for the 2 years preceding this statement ;
for the 2 years preceding this statement / since the deposit of the community plan;
(*Strike out or omit whichever is the greater period)
Yes
- (b) a copy of the statement of accounts of the community corporation last prepared;
Yes
- (c) a copy of current policies of insurance taken out by the community corporation.
Yes

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

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

Not Applicable

- 6 The following documents are enclosed:

- (a) a copy of the scheme description (if any) and the development contract (if any);
(b) a copy of the by-laws of the community scheme.



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



- 8 Further inquiries may be made to the secretary of the community corporation or the appointed community scheme manager.

Name: Whittles

Address: 176 Fullarton Road

Dulwich SA 5065

Note-

- 1 A community corporation must (on application by or on behalf of a current or prospective owner or other relevant person) provide the particulars and documents referred to in 3(a)-(c) and 4 and must also make available for inspection any information required to establish the current financial position of the corporation, a copy of any contract with a body corporate manager and the register of owners and lot entitlements that the corporation maintains: see sections 139 and 140 of the *Community Titles Act 1996*.
- 2 Copies of the scheme description, the development contract or the by-laws of the community scheme may be obtained from the community corporation or from the Lands Titles Registration Office.
- 3 All owners of a community lot or a development lot are bound by the by-laws of the community scheme. The by-laws regulate the rights and liabilities of owners of lots in relation to their lots and the common property and matters of common concern.
- 4 For a brief description of some of the matters that need to be considered before purchasing a community lot, see Division 3 of this Schedule.

Particulars of building indemnity insurance

Note-

Building indemnity insurance is not required for-

- (a) domestic building work for which approval under the *Planning, Development and Infrastructure Act 2016*, the repealed *Development Act 1993* or the repealed *Building Act 1971* is or was not required; or
- (b) minor domestic building work (see section 3 of the *Building Work Contractors Act 1995*); or
- (c) domestic building work commenced before 1 May 1987; or
- (d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* applies under the *Building Work Contractors Regulations 2011*; or
- (e) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* has been granted under section 45 of that Act.

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

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

Rivergum Land Holdings No.5 PT

2 Name of insurer:

QBE

3 Limitations on the liability of the insurer:

Statutory

4 Name of builder:

Rivergum Homes Pty Ltd

5 Builder's licence number:

UBLD113681

6 Date of issue of insurance:

29/09/2016

7 Description of insured building work:

New Single Dwelling Construction Contract

Exemption from holding insurance:

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

No

If YES, give details:

(a) Date of the exemption:

(b) Name of builder granted the exemption:

(c) Licence number of builder granted the exemption:

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

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



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

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

Governance

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

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

Use of your property

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

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments—voting rights

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

Further information

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

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

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

You can also seek advice from a legal practitioner.

ANNEXURES

- ☐ There are no documents annexed hereto
- ☒ The following documents are annexed hereto -

Certificate(s) of title to the land
Check search
Historical search
Title and valuation package
Property Interest Report
Local Government search
Data extract for section 7 search purposes
Residential Lease Agreement
Residential Lease Extensions & Assignment
Community Plan
Community By-Laws
Section 139 Statement
Certificate of Emergency Services Levy payable
Certificate of Land Tax payable
SA Water Certificate
Form R3 – Buyers Information Notice
Form R7 - Warning Notice

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1 – VENDOR'S STATEMENT (Section 7, *Land and Business (Sale and Conveyancing) Act 1994*)

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

Dated (dd/mm/yyyy) :

Signed:

Purchaser(s)

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

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

Buyers information notice

Prescribed notice to be given to purchaser

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

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

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

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

Safety

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

Enjoyment

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

Value

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

For more information on these matters visit www.cbs.sa.gov.au

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

Land and Business (Sale and Conveyancing) Act 1994 - section 24B

*Land and Business (Sale and Conveyancing) Regulations 2010 -
regulation 21*

Warning notice

Financial and investment advice

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

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

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

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

REAL PROPERTY ACT, 1886



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 6194 Folio 101

Parent Title(s) CT 6029/37**Creating Dealing(s)** ACT 12757039**Title Issued** 21/07/2017 **Edition** 2 **Edition Issued** 11/08/2017

Estate Type

FEE SIMPLE

Registered Proprietor

CASEY HAYDEN LAILEY
LEAH MARIE LAILEY
OF 4 LAVENDER GROVE SEAFORD RISE SA 5169
AS JOINT TENANTS

Description of Land

LOT 5 PRIMARY COMMUNITY STRATA PLAN 41009
IN THE AREA NAMED PLYMPTON
HUNDRED OF ADELAIDE

Easements

NIL

Schedule of Dealings

Dealing Number	Description
12771373	MORTGAGE TO WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Notations

Dealings Affecting Title NIL**Priority Notices** NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
30/06/2017	12757040	BY-LAWS	FILED
30/06/2017	12757041	SCHEME DESCRIPTION	FILED

Registrar-General's Notes NIL**Administrative Interests** NIL

Property Interest Report

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

Title Reference	CT 6194/101	Reference No. 2684668
Registered Proprietors	C H & L M*LAILEY	Prepared 24/06/2025 16:15
Address of Property	Unit 5, 365A MARION ROAD, PLYMPTON, SA 5038	
Local Govt. Authority	CITY OF WEST TORRENS	
Local Govt. Address	165 SIR DONALD BRADMAN DRIVE HILTON SA 5033	

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

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

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

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

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) does not have any current Orders registered on this title
9.	<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>	

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

17. *Land Acquisition Act 1969*

17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also Contact the Local Government Authority for other details that might apply
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18. *Landscape South Australia Act 2019*

18.1	section 72 - Notice to pay levy in respect of costs of regional landscape board	The regional landscape board has no record of any notice affecting this title
18.2	section 78 - Notice to pay levy in respect of right to take water or taking of water	DEW has no record of any notice affecting this title
18.3	section 99 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
18.4	section 107 - Notice to rectify effects of unauthorised activity	The regional landscape board has no record of any notice affecting this title also DEW has no record of any notice affecting this title
18.5	section 108 - Notice to maintain watercourse or lake in good condition	The regional landscape board has no record of any notice affecting this title
18.6	section 109 - Notice restricting the taking of water or directing action in relation to the taking of water	DEW has no record of any notice affecting this title
18.7	section 111 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
18.8	section 112 - Permit (or condition of a permit) that remains in force	The regional landscape board has no record of any permit (that remains in force) affecting this title also DEW has no record of any permit (that remains in force) affecting this title
18.9	section 120 - Notice to take remedial or other action in relation to a well	DEW has no record of any notice affecting this title
18.10	section 135 - Water resource works approval	DEW has no record of a water resource works approval affecting this title
18.11	section 142 - Site use approval	DEW has no record of a site use approval affecting this title
18.12	section 166 - Forest water licence	DEW has no record of a forest water licence affecting this title
18.13	section 191 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
18.14	section 193 - Notice to comply with action order for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
18.15	section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
18.16	section 196 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
18.17	section 207 - Protection order to secure compliance with specified provisions of the	The regional landscape board has no record of any notice affecting this title

Act

- | | | |
|-------|--|---|
| 18.18 | section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act | The regional landscape board has no record of any notice affecting this title |
| 18.19 | section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act | The regional landscape board has no record of any notice affecting this title |
| 18.20 | section 215 - Orders made by ERD Court | The regional landscape board has no record of any notice affecting this title |
| 18.21 | section 219 - Management agreements | The regional landscape board has no record of any notice affecting this title |
| 18.22 | section 235 - Additional orders on conviction | The regional landscape board has no record of any notice affecting this title |

19. Land Tax Act 1936

- | | | |
|------|---|---|
| 19.1 | Notice, order or demand for payment of land tax | A Land Tax Certificate will be forwarded.
If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.

Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates
www.revenuesaonline.sa.gov.au |
|------|---|---|

20. Local Government Act 1934 (repealed)

- | | | |
|------|---|---|
| 20.1 | Notice, order, declaration, charge, claim or demand given or made under the Act | Contact the Local Government Authority for other details that might apply |
|------|---|---|

21. Local Government Act 1999

- | | | |
|------|---|---|
| 21.1 | Notice, order, declaration, charge, claim or demand given or made under the Act | Contact the Local Government Authority for other details that might apply |
|------|---|---|

22. Local Nuisance and Litter Control Act 2016

- | | | |
|------|--|---|
| 22.1 | section 30 - Nuisance or litter abatement notice | Contact the Local Government Authority for other details that might apply |
|------|--|---|

23. Metropolitan Adelaide Road Widening Plan Act 1972

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

24. Mining Act 1971

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

24.9	Proclamation with respect to a private mine	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
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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
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28. ***Phylloxera and Grape Industry Act 1995***

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

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

- 29.1 Part 5 - Planning and Design Code
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- The Planning and Design Code (the Code) is a statutory instrument under the ***Planning, Development and Infrastructure Act 2016*** for the purposes of development assessment and related matters within South Australia. The Code contains the planning rules and policies that guide what can be developed in South Australia. Planning authorities use these planning rules to assess development applications. To search and view details of proposed statewide code amendments or code amendments within a local government area, please search the code amendment register on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/code-amendments/code_amendment_register or phone PlanSA on 1800 752 664.
- 29.2 section 127 - Condition (that continues to apply) of a development authorisation
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.3 section 139 - Notice of proposed work and notice may require access
- Contact the vendor for these details
- 29.4 section 140 - Notice requesting access
- Contact the vendor for these details
- 29.5 section 141 - Order to remove or perform work
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.6 section 142 - Notice to complete development
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.7 section 155 - Emergency order
- State Planning Commission in the Department for Housing and Urban Development

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

30. ***Plant Health Act 2009***

30.1 section 8 or 9 - Notice or order concerning pests

Plant Health in PIRSA has no record of any notice or order affecting this title

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

31.1 Part 3 - Notice

Public Health in DHW has no record of any notice or direction affecting this title

also

Contact the Local Government Authority for other details that might apply

31.2 *Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval

Public Health in DHW has no record of any condition affecting this title

also

Contact the Local Government Authority for other details that might apply

31.3 *Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with)

Public Health in DHW has no record of any order affecting this title

also

Contact the Local Government Authority for other details that might apply

32. ***South Australian Public Health Act 2011***

- | | | |
|------|---|---|
| 32.1 | section 66 - Direction or requirement to avert spread of disease | Public Health in DHW has no record of any direction or requirement affecting this title |
| 32.2 | section 92 - Notice | Public Health in DHW has no record of any notice affecting this title

also

Contact the Local Government Authority for other details that might apply |
| 32.3 | <i>South Australian Public Health (Wastewater) Regulations 2013</i> Part 4 - Condition (that continues to apply) of an approval | Public Health in DHW has no record of any condition affecting this title

also

Contact the Local Government Authority for other details that might apply |

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

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

34. ***Water Industry Act 2012***

- | | | |
|------|---|--|
| 34.1 | Notice or order under the Act requiring payment of charges or other amounts or making other requirement | An SA Water Certificate will be forwarded.
If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950

also

The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title

also

Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.

also

Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.

also

Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title. |
|------|---|--|

35. ***Water Resources Act 1997 (repealed)***

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

36. ***Other charges***

- | | | |
|------|--|--|
| 36.1 | Charge of any kind affecting the land (not included in another item) | Refer to the Certificate of Title

also

Contact the vendor for these details

also

Contact the Local Government Authority for other details that might apply |
|------|--|--|

Other Particulars

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

- | | |
|--|---|
| 1. Particulars of transactions in last 12 months | Contact the vendor for these details |
| 2. Particulars relating to community lot (including strata lot) or development lot | Enquire directly to the Secretary or Manager of the Community Corporation |
| 3. Particulars relating to strata unit | Enquire directly to the Secretary or Manager of the Strata Corporation |
| 4. Particulars of building indemnity insurance | Contact the vendor for these details
also
Contact the Local Government Authority |
| 5. Particulars relating to asbestos at workplaces | Contact the vendor for these details |
| 6. Particulars relating to aluminium composite panels | Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details. |
| 7. Particulars relating to court or tribunal process | Contact the vendor for these details |
| 8. Particulars relating to land irrigated or drained under Irrigation Acts | SA Water will arrange for a response to this item where applicable |
| 9. Particulars relating to environment protection | Contact the vendor for details of item 2
also
EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title
also
Contact the Local Government Authority for information relating to item 6 |
| 10. Particulars relating to <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>) | This title falls outside the Dog Fence rateable area. Accordingly, the Dog Fence Board holds no current interest in relation to Dog Fence rates. |
| 9. Pastoral Board (<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.

DRAFT

Certificate of Title

Title Reference: CT 6194/101
Status: CURRENT
Parent Title(s): CT 6029/37
Dealing(s) Creating Title: ACT 12757039
Title Issued: 21/07/2017
Edition: 2

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
28/07/2017	11/08/2017	12771373	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION (ACN: 007 457 141)
28/07/2017	11/08/2017	12771372	TRANSFER	REGISTERED	CASEY HAYDEN LAILEY, LEAH MARIE LAILEY
28/07/2017	11/08/2017	12771371	DISCHARGE OF MORTGAGE	REGISTERED	12582860
12/08/2016	09/09/2016	12582860	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Certificate of Title

Title Reference: CT 6194/101
Status: CURRENT
Edition: 2

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
30/06/2017	21/07/2017	12757040	BY-LAWS	FILED	C41009
30/06/2017	21/07/2017	12757041	SCHEME DESCRIPTION	FILED	C41009

Registrar-General's Notes

No Registrar-General's Notes exist for this title

Certificate of Title

Title Reference CT 6194/101
Status CURRENT
Easement NO
Owner Number 15899450
Address for Notices 4 LAVENDER GR SEAFORD RISE, SA 5169
Area NOT AVAILABLE

Estate Type

Fee Simple

Registered Proprietor

CASEY HAYDEN LAILEY
LEAH MARIE LAILEY
OF 4 LAVENDER GROVE SEAFORD RISE SA 5169
AS JOINT TENANTS

Description of Land

LOT 5 PRIMARY COMMUNITY STRATA PLAN 41009
IN THE AREA NAMED PLYMPTON
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference TRANSFER (T) 12771372
Dealing Date 27/07/2017
Sale Price \$324,950
Sale Type FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	12771373	WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
212879825*	CURRENT	Unit 5, 365A MARION ROAD, PLYMPTON, SA 5038

Notations

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
30/06/2017 12:14	12757040	BY-LAWS	FILED
30/06/2017 12:14	12757041	SCHEME DESCRIPTION	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	212879825*
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/2018
Property Location	Unit 5, 365A MARION ROAD, PLYMPTON, SA 5038
Local Government	WEST TORRENS
Owner Names	CASEY HAYDEN LAILEY LEAH MARIE LAILEY
Owner Number	15899450
Address for Notices	4 LAVENDER GR SEAFORD RISE, SA 5169
Zone / Subzone	HDN - Housing Diversity Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1320 - Ground Floor Home Unit In A Multi-Storey Block
Description	4H CP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C41009 LOT 5	CT 6194/101

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$112,000	\$435,000			
Previous	\$105,000	\$380,000			

Building Details

Valuation Number	212879825*
Building Style	Not Available
Year Built	2017
Building Condition	Very Good
Wall Construction	Composite Construction
Roof Construction	Colourbond
Equivalent Main Area	60 sqm
Number of Main Rooms	4

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

To: SEARCHLIGHT TECHNOLOGY
16 Birdwood St
NETHERBY SA 5062

Certificate Date: 25 June 2025

PROPERTY INFORMATION AND PARTICULARS

in response to an enquiry pursuant to Section 7 of the
LAND & BUSINESS (SALE & CONVEYANCING) ACT, 1994

DETAILS OF PROPERTY REFERRED TO:

Rates Assessment No : 491159
Valuer General No : 212879825*
Owner : L M Lailey and C H Lailey
Property Address : 5/365A Marion Road
PLYMPTON SA 5038

Volume / Folio : CT-6194/101
Lot / Plan Number : C41009 Unit 5
Ward : Plympton

Listed hereafter are the MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES, of SCHEDULE 1, Division 1 to which Council must respond according to TABLE 1, SCHEDULE 2, of the REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT 1994.

In addition, Building Indemnity Insurance and Particulars of Environment Protection details are given, if applicable, pursuant to SCHEDULE 1, Division 2 of the REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT, 1994.

The information provided indicates whether any prescribed encumbrances exist on the land, which has been placed / imposed by, or is for the benefit of Council.

All of the prescribed encumbrances listed herein are answered solely in respect to a statutory function or registered interest of the Council, and do not infer any response to an enquiry on behalf of other persons or authorities.

Development Act 1993 (Repealed)

Part 3—Development Plan

Title or other brief description of zone or policy area in which the land is situated (as shown in the Development Plan):

Is the land situated in a designated State Heritage Area? **N/A**

Is the land designated as a place of local heritage value? **N/A**

Is there a current Code Amendment released for public consultation by a private proponent on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? **NO**

Is there a current Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? **N/A**

Pursuant to the provisions of the REGULATIONS UNDER THE LAND AND BUSINESS (SALES AND CONVEYANCING) ACT, 1994, Council hereby provides the following information in response to your enquiries:

5.1 Section 42 - Condition (that continues to apply) of a development authorisation: **YES**

1. 211/905/2004
2. 211/905/2004/A
3. 211/1430/2015
4. 211/1073/2016
5. 211/1138/2016

Copy of approval/s attached.

Repealed Act conditions

6.1 Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1966* (repealed) **NO**

10.1 Section 105F (or section 56 or 83 (repealed) - Notice to take action to prevent outbreak or spread of fire **NO**

11.1 Notice under Section 44 of the Food Act 2001 improvement order **NO**

11.2 Notice under Section 46 of the Food Act 2001 prohibition order. **NO**

15.1 Notice or declaration under Part 3, Section 23 and Part 7 of the Housing Improvement Act 1940 **NO**
15.2 **NO**

20.1 Notice, order, declaration, charge, claim or demand given or made under the Local Government Act 1934 **NO**

21.1	Notice, order, declaration, charge, claim or demand given or made under the Local Government Act 1999.	NO
29.	<i>Planning, Development and Infrastructure Act 2016</i>	
29.1	Part 5 - Planning and Design Code Refer to attached Plan SA Section 7 Data Extract	
29.2	section 127 - Condition (that continues to apply) of a development authorisation Refer to attached Plan SA Section 7 Data Extract	
Planning, Development and Infrastructure Act 2016		
Part 5 – Planning and Design Code Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):		
Is the land situated in a designated State Heritage place? <i>Refer to PlanSA Section 7 Report attached</i>		
Is the land designated as a place of local heritage value? <i>Refer to PlanSA Section 7 Report attached</i>		
	Is there a tree declared to be a significant tree or a stand of trees declared to be significant trees on the land?	NO
	Is there a current amendment to the Planning and Design Code released for public consultation by the State Planning Commission on which consultation is continuing or on which consultation has ended but amendment has not yet come into operation?	YES
Accommodation Diversity Code Amendment Assessment Improvements Code Amendment		
29.3	section 139 - Notice of proposed work and notice may require access	
29.4	section 140 - Notice requesting access	
29.5	section 141 - Order to remove or perform work	NO
29.6	section 142 - Notice to complete development	NO
29.7	section 155 - Emergency order	NO
29.8	section 157 - Fire safety notice	NO
29.9	section 192 or 193 - Land management agreement	NO
29.10	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	NO

29.11	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	NO
29.12	Part 16 Division 1 - Proceedings	NO
29.13	section 213 - Enforcement notice	NO
29.14	section 214(6), 214(10) or 222 - Enforcement order	NO
31.1	Notice under Part 3 of the Public and Environmental Health Act 1978 (revoked).	NO
31.2	Part 2 - Condition (that continues to apply) of an approval under the Public and Environmental Health (Waste Control) Regulations 2010 (revoked).	NO
31.3	Regulation 19 - Maintenance order (that has not been complied with) under the Public and Environmental Health (Waste Control) Regulations 2010 (revoked).	NO
32.2	Notice under Section 92 of the South Australia Public Health Act 2011.	NO
32.3	Part 4 – Condition (that continues to apply) of an approval under the South Australian Public Health (Wastewater) Regulations 2013	NO

PLEASE NOTE:

Only that information that 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.

This statement is made the 25 June 2025



Pat Mosca
Development Support Officer

FURTHER INFORMATION HELD BY COUNCILS

Does the council hold details of any development approvals relating to—
(a) commercial or industrial activity at the land; or
(b) a change in the use of the land or part of the land (within the meaning of the Development Act 1993)?

NO

Note-

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

However, it is expected that the ability to supply further details will vary considerably between councils.

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

- 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.*
-

PARTICULARS OF BUILDING INDEMNITY INSURANCE

Note: Building Indemnity Insurance is not required for:

- a) domestic building work for which approval under the Development Act 1993 or the repealed Building Act 1971 is or was not required for; or
- b) minor domestic building work (see section 3 of the *Building Work Contractors Act 1995*); or
- c) domestic building work commenced before 1 May 1987.
- d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* applies under the *Building Work Contractors Regulations 1996*; or
- e) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* has been granted under section 45 of that Act.

YES

LOT 2 DW1

Application No. :

Name(s) of persons(s) insured:

Name of Insurer:

Limitations on the liability of the insurer:

Certificate Number:

Name of Builder:

Builder's Licence Number:

Date of Issue of Insurance:

Description of insured building work:

211/1430/2015

RIVERGUM LAND HOLDINGS NO.5
PT

QBE

Statutory Cover

600067845BWI-77

RIVERGUM HOMES PTY LTD

UBLD113681

29/09/2016

NEW SINGLE DWELLING
CONSTRUCTION CONTRACT

LOT 2 DW2

Application No. :

Name(s) of persons(s) insured:

Name of Insurer:

Limitations on the liability of the insurer:

Certificate Number:

Name of Builder:

Builder's Licence Number:

Date of Issue of Insurance:

Description of insured building work:

211/1430/2015

RIVERGUM LAND HOLDINGS NO.5
PT

QBE

Statutory Cover

600067845BWI-78

RIVERGUM HOMES PTY LTD

UBLD113681

29/09/2016

NEW SINGLE DWELLING
CONSTRUCTION CONTRACT

LOT 2 DW3

Application No. :

Name(s) of persons(s) insured:

Name of Insurer:

Limitations on the liability of the insurer:

Certificate Number:

Name of Builder:

Builder's Licence Number:

Date of Issue of Insurance:

Description of insured building work:

211/1430/2015

RIVERGUM LAND HOLDINGS NO.5
PT

QBE

Statutory Cover

600067845BWI-79

RIVERGUM HOMES PTY LTD

UBLD113681

29/09/2016

NEW SINGLE DWELLING
CONSTRUCTION CONTRACT

LOT 2 DW4

Application No. :

Name(s) of persons(s) insured:

Name of Insurer:

211/1430/2015

RIVERGUM LAND HOLDINGS NO.5
PT

QBE

Limitations on the liability of the insurer:
Certificate Number:
Name of Builder:
Builder's Licence Number:
Date of Issue of Insurance:
Description of insured building work:

Statutory Cover
600067845BWI-80
RIVERGUM HOMES PTY LTD
UBLD113681
29/09/2016
NEW SINGLE DWELLING
CONSTRUCTION CONTRACT

LOT 2 DW5

Application No. :
Name(s) of persons(s) insured:

211/1430/2015
RIVERGUM LAND HOLDINGS NO.5
PT

Name of Insurer:
Limitations on the liability of the insurer:
Certificate Number:
Name of Builder:
Builder's Licence Number:
Date of Issue of Insurance:
Description of insured building work:

QBE
Statutory Cover
600067845BWI-81
RIVERGUM HOMES PTY LTD
UBLD113681
29/09/2016
NEW SINGLE DWELLING
CONSTRUCTION CONTRACT

LOT 2 DW6

Application No. :
Name(s) of persons(s) insured:

211/1430/2015
RIVERGUM LAND HOLDINGS NO.5
PT

Name of Insurer:
Limitations on the liability of the insurer:
Certificate Number:
Name of Builder:
Builder's Licence Number:
Date of Issue of Insurance:
Description of insured building work:

QBE
Statutory Cover
600067845BWI-82
RIVERGUM HOMES PTY LTD
UBLD113681
29/09/2016
NEW SINGLE DWELLING
CONSTRUCTION CONTRACT

LOT 2 DW7

Application No. :
Name(s) of persons(s) insured:

211/1430/2015
RIVERGUM LAND HOLDINGS NO.5
PT

Name of Insurer:
Limitations on the liability of the insurer:
Certificate Number:
Name of Builder:
Builder's Licence Number:
Date of Issue of Insurance:
Description of insured building work:

QBE
Statutory Cover
600067845BWI-83
RIVERGUM HOMES PTY LTD
UBLD113681
29/09/2016
NEW SINGLE DWELLING
CONSTRUCTION CONTRACT

LOT 2 DW8

Application No. :
Name(s) of persons(s) insured:

211/1430/2015
RIVERGUM LAND HOLDINGS NO.5
PT

Name of Insurer:
Limitations on the liability of the insurer:
Certificate Number:
Name of Builder:
Builder's Licence Number:
Date of Issue of Insurance:
Description of insured building work:

QBE
Statutory Cover
600067845BWI-84
RIVERGUM HOMES PTY LTD
UBLD113681
29/09/2016
NEW SINGLE DWELLING
CONSTRUCTION CONTRACT

LOT 2 DW9

Application No. :
Name(s) of persons(s) insured:

211/1430/2015
RIVERGUM LAND HOLDINGS NO.5
PT

Name of Insurer:
Limitations on the liability of the insurer:
Certificate Number:
Name of Builder:
Builder's Licence Number:
Date of Issue of Insurance:

QBE
Statutory Cover
600067845BWI-85
RIVERGUM HOMES PTY LTD
UBLD113681
29/09/2016

Description of insured building work:

NEW SINGLE DWELLING
CONSTRUCTION CONTRACT

LOT 2 DW10

Application No. :

211/1430/2015

Name(s) of persons(s) insured:

RIVERGUM LAND HOLDINGS NO.5
PT

Name of Insurer:

QBE

Limitations on the liability of the insurer:

Statutory Cover

Certificate Number:

600067845BWI-86

Name of Builder:

RIVERGUM HOMES PTY LTD

Builder's Licence Number:

UBLD113681

Date of Issue of Insurance:

29/09/2016

Description of insured building work:

NEW SINGLE DWELLING
CONSTRUCTION CONTRACT

DRAFT

ADVISORY NOTES

Flood Prone Areas

There are a number of rivers and creeks in the City of West Torrens including the River Torrens and Brown Hill Keswick Creek. Some properties in the City of West Torrens are located in flood prone areas. The City of West Torrens publishes information on known flooding hazards on its website:

<https://www.westtorrens.sa.gov.au/Building-and-Planning/Buying-a-property/Building-in-flood-prone-areas>

Flood hazards are also mapped in the Planning and Design Code. The Code can be viewed on the Department of Planning, Transport and Infrastructure's website:

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

Further information is available from the City of West Torrens City Assets department on 8416 6333.

Heritage and Contributory items

Heritage and contributory items are mapped in the South Australian Planning and Property Atlas. The Development Plan can be viewed on the Department of Planning, Transport and Infrastructure's website:

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

Further information is available from the City of West Torrens City Development department on 8416 6333.

Areas Affected by Aircraft Noise

The Adelaide Airport is located within the City of West Torrens. Most operations at the Airport are international and domestic regular passenger services using medium to large aircraft.

Some properties within the City of West Torrens may be subject to overflight and aircraft noise from Adelaide Airport. Residents or business proprietors are advised that living or working in the vicinity of the Adelaide Airport may result in noise from the Airport operations and that individual sensitivity can vary from person to person.

Information about development and aircraft noise can be found on the City of West Torrens website:

<https://www.westtorrens.sa.gov.au/Building-and-Planning/Buying-a-property/Aircraft-noise-considerations-for-building-or-developing>

The Australian Noise Exposure Forecast (ANEF) can be viewed on the City of West Torrens online mapping tool called West Maps Public on its website:

<https://maps.wtcc.sa.gov.au/mapviewer/>

The following information from other organisations may be useful:

Internet link	Organisation
https://www.adelaideairport.com.au/corporate/community/adelaide-airport-master-plan/	Adelaide Airport Master Plan - Document identifying future anticipated operations which Includes maps of flight paths, noise metrics and explanation of the noise forecast system.
https://infrastructure.gov.au/aviation/environmental/aircraft-noise/index.aspx	Australian Government Federal Agency - Aircraft noise and complaints information
http://aircraftnoise.com.au/	Airservices Australia and Australian Airports Association initiative - information on aircraft noise, its management, and what you can do to reduce its impact.
http://www.airservicesaustralia.com/aircraftnoise/	Australian Government Airservices Australia Information on aircraft noise, its management, upcoming operations at different airports around Australia, links to things to consider on airplane noise when purchasing a house, and fact sheets
https://www.aviationcomplaints.gov.au/	Australian Government site for aviation complaints.
http://www.ano.gov.au/	Federal Aircraft Noise Ombudsman office - Investigates handling of Airservices Australia and Defence's complaints, community consultation processes and presentation of noise information.

Enquiries relating to this matter should be directed to City of West Torrens City Development department on 8416 6333.

Smoke Alarms in Dwellings

Regulation 95 of the *Planning, Development and Infrastructure (General) Regulations 2017* requires all dwellings to be fitted with a self-contained smoke alarm.

Should an existing building that is captured by regulation 95 be transferred, a smoke alarm(s) **shall be installed within six months from the day of transfer** and shall comply with AS3786. That is, the smoke alarms(s) **shall be hardwired through the electricity mains or powered by 10 year life non replaceable, non-removable permanently connected batteries.**

If a smoke alarm(s) is/are not installed, the owner of the dwelling is guilty of an offence which carries a maximum penalty of \$750.00.

The following information from other organisations may be useful:

Internet link	Organisation
https://www.sa.gov.au/topics/planning-and-property/owning-a-property/smoke-alarms	Department of Planning, Transport and Infrastructure - Owning a property - Smoke alarms
https://www.mfs.sa.gov.au/community-safety/home-fire-and-life-safety-fact-sheets/smoke-alarms/	South Australian Metropolitan Fire Service - Smoke Alarms - What you Need to Know

Any enquiries relating to this matter should be directed to City of West Torrens City Development department on 8416 6333 or the South Australian Metropolitan Fire Service on 8204 3611.

Civic Centre
165 Sir Donald Bradman Drive
Hilton, SA 5033
Tel 08 8416 6999
Fax 08 8449 6709
Email clympt@wlc.sa.gov.au
Website www.wlc.sa.gov.au



DECISION NOTIFICATION FORM
Development Act 1993 - Regulation 42

Development Number: 211/905/2004

Dated: 09-Aug-2004

Registered on: 10-Aug-2004

To: Peter Zachmeister
Sawley Look O'Callaghan
176 Prospect Rd
PROSPECT SA 5082

Location of Proposed Development	
Address	388 Marion Road, PLYMPTON SA 5038
Plan and Lot	F779 Lot 224
Certificate of Title CT-8078/388	

Nature of Proposed Development:
Land Division - Torrens Title
DAC No. 211/D097/04

In respect of this proposed development you are informed that:

Nature of Decision	Consent Granted	No. of Conditions	Consent Refused
Provisional Development Plan Consent	21-Feb-2005	2	
Land Division (Torrens Title)	21-Feb-2005	3	
DEVELOPMENT APPROVAL	21-Feb-2005	6	

(SEE ATTACHED SHEET FOR CONDITIONS OF APPROVAL.)

Date of Decision 21 February, 2005

Signed.....
As Delegate for the
Development Assessment Panel

LAND DIVISION REQUIREMENT CONDITIONS

211/905/2004

Council Conditions

1. Development is to take place in accordance with the amended plans dated 26 October 2004 prepared by Sawley, Look & O'Callaghan relating to Development Application No. 211/905/04 (DAC 211/D097/04).
2. Prior to the clearance of the division approved herein, the existing outbuildings must be removed from proposed Allotment 2. Similarly, it must be demonstrated that the parts of the existing dwelling forming part of the new property boundary of allotment one are fire-rated in accordance with the requirements of the Building Code of Australia prior to clearance of the division.

Development Assessment Commission Conditions

3. The financial requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services. (SA Water 04/07366 Water/Sewer).
4. Payment of \$2770.00 into the Planning and Development Fund (1 allotment @ \$2770.00/allotment). Cheques to be made payable and marked "NOT NEGOTIABLE" to the Development Assessment Commission and payment made at Level 5, 136 North Terrace, Adelaide, or sent to GPO Box 1815, Adelaide, 5001 or via the internet at www.planning.sa.gov.au
5. Two copies of a certified survey plan being lodged with the Commission for Certificate purposes.

Notes:

1. The class 1, community strata, units are required to be fire separated in accordance with Part 3.7.1.8 of the BOA, or Appendix F.6 of the South Australian Housing Code.
 - Evidence must be submitted to Council to verify compliance with the above, or
 - If the fire separation does not exist, an application under the Building Rules of the Development Act must be lodged with Council, for approval to construct the building work.
2. Fire separation of the units must be in place prior to the issue of the Certificate of Title.
2. When *Development Approval* has been granted, the development must be:
 - (a) Substantially commenced within twelve (12) months of the date of the *Approval*, otherwise approval will lapse and (unless Council has extended this period), a new development application shall be required, and
 - (b) Substantially or fully completed within three (3) years from the date of *Approval*, otherwise Council may apply to the Court to require the removal or demolition of any building work or reinstatement of any land.

3. Reg 76B (4) of the Development Regulations 1993 requires that within 6 months from the day on which the title is transferred, each dwelling must be fitted with a smoke alarm or smoke alarms that are:
- Powered through a main source of electricity, or
 - Powered by a 10-year life, non-replaceable, non-renewable, permanently connected batteries.
4. Any request for an extension of time for *Provisional Development Plan Consent* or *Development Approval* must be lodged with the Council prior to the above mentioned periods.
5. Pursuant to Section 88(1)(a) of the Development Act, 1993, you have the right of appeal to the Environment, Resources and Development Court against either 1) a refusal of consent or 2) any condition(s) which have been imposed on a consent. Any such appeal must be lodged with the Court within two (2) months from the day on which you receive this notification or such longer period as allowed by the Court.

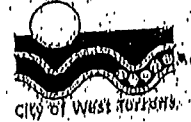
The Environment, Resources and Development Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide SA 5000 (Postal Address: GPO Box 2466, Adelaide SA 5001).

Signed.....

As Delegate for the
Development Assessment Panel

21-Feb-2005

City of West Torrens
166 St. David's Place
Hillside, SA 5038
Tel: 08 8410 0558
Fax: 08 8410 15700
Email: city@city.westtorrens.sa.gov.au
Web: www.city.westtorrens.sa.gov.au



DECISION NOTIFICATION FORM

Development Act 1993 - Regulation 42

Development Number: 211/905/2004/A

Dated: 10-Apr-2008

Registered on:



To: Peter Zachmaler
388 Marlon Rd
PLYMPTON SA 5038

Address:	388 Marlon Rd, PLYMPTON SA 5038
Plan and Lot:	77/3088/2

Nature of Proposed Development:
Land Division - Torrens Title
DAC No, 211/D097/04
Create one (1) additional allotment
Amendment to remove the first sentence from Condition 2

In respect of this proposed development you are informed that:

Nature of Development	Consent Granted	No. of Conditions	Consent Refused
Development Plan Consent	10-May-2008	4	
Land Division (Torrens Title)	10-May-2008	4	
DEVELOPMENT APPROVAL	19-May-2008	5	

(SEE ATTACHED SHEET FOR CONDITIONS OF APPROVAL)

Date of Decision: 19-May, 2008

Signed:

As Delegate for the
Development Assessment Panel

LAND DIVISION REQUIREMENT CONDITIONS
DAC.No. 211/D007/04
211/005/2004/A

DEVELOPMENT PLAN CONSENT

COUNCIL CONDITIONS:

1. Development is to take place in accordance with the amended plans dated 28 October 2004 prepared by Sawley, Look & O'Callaghan relating to Development Application No. 211/005/04 (DAO 211/D007/04).

DEVELOPMENT ASSESSMENT COMMISSION CONDITIONS:

Nil

LAND DIVISION CONSENT

COUNCIL CONDITIONS:

1. Prior to the clearance of the division approved herein, it must be demonstrated that the parts of the existing dwelling forming part of the new property boundary of allotment one are fire-rated in accordance with the requirements of the Building Code of Australia prior to clearance of the division.

DEVELOPMENT ASSESSMENT COMMISSION CONDITIONS:

2. Payment of \$2770.00 into the Planning and Development Fund (1 allotment @ \$2770.00/allotment). Cheques to be made payable and marked "NOT NEGOTIABLE" to the Development Assessment Commission and payment made at Level 5, 136 North Terrace, Adelaide, or sent to GPO Box 1815, Adelaide, 5001 or via the Internet at www.planning.sa.gov.au
3. The financial requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services. (SA Water 04/07366 Water/Sewer).
4. A certified survey plan being lodged with the Commission for Certificate purposes.

NOTES

1. Pursuant to Section 48 of the Development Regulations 1993, any consent or approval hereby granted will lapse at the expiration of 12 months from the date of the original consent or approval.

If an application for a certificate under Section 51 of the Development Act 1993 is lodged with the Development Assessment Commission within 12 months from the operative date of the consent and/or approval hereby granted, the relevant consent or approval will lapse at the expiration of three years from the operative date of the consent or approval.

I hereby advise that in accordance with Regulation 48 (2)(b) of the Development Regulations, 1993, Council grants you an extension of time for the abovementioned development approval for an additional twelve (12) months ending on 21 February 2009.

2. Street numbering for this proposal has not yet been allocated, please contact the City of West Torrens - Rates Department on 8416 6333 for street numbering advice

Signed.....
As Delegate for the
Development Assessment Panel

19-May-2008

Civic Centre
165 Sir Donald Bradman Drive
Hilton, SA 5033
Tel 08 8416 6333
Fax 08 8443 5709
Email: csu@wtcc.sa.gov.au
Web: westtorrens.sa.gov.au



DECISION NOTIFICATION FORM

Development Act 1993 – Regulation 42

RIVERGUM HOMES PTY LTD
C/- MASTERPLAN SA PTY LTD
33 Carrington St
ADELAIDE SA 5000.

City of West Torrens

14 NOV 2016

City Development

DEVELOPMENT NUMBER: 211/1430/2015

Dated: 1 December 2015

Registered on: 1 December 2015

Location of Proposed Development

Address: 365A Marion Road, PLYMPTON SA 5038

Plan and Lot: D79933 Lot 2 Certificate of Title: CT-6029/37

Nature of Proposed Development:

Construction of a two Storey Residential Flat Building comprising ten (10) dwellings and detached carport (25.1m x 5.6m x 3.3m max height) and associated landscaping

In respect of this proposed development you are informed that:

Nature of Decision	Date	Conditions
DEVELOPMENT PLAN CONSENT	9 AUGUST 2016	21
BUILDING RULES CONSENT	20 OCTOBER 2016	4 P/CERT
DEVELOPMENT APPROVAL	10 NOVEMBER 2016	25
Building Classification Granted:	2 & 7A	

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.

Date of Decision: 10 November 2016

Authorised Officer
City Development
City of West Torrens

PLANNING CONDITIONS 211/1430/2015

1. Except where minor amendments may be required by other relevant acts, or by conditions imposed by this application, the development is to be established in strict accordance with the endorsed stamped details and plans submitted in Development Application 211/1430/2015. All works shall be completed to the reasonable satisfaction of Council prior to the occupation and/or use of the development.
2. That the carport approved herein shall not be enclosed and shall be kept as an open structure at all times. For this purpose, any works to enclose the sides, rear or front (including a roller/panel-lift door) shall require a separate application to Council.
3. That all stormwater design and construction shall be in accordance with Australian Standards and recognised engineering best practices to ensure that stormwater does not adversely affect any adjoining property or public road and for this purpose stormwater drainage shall not at any time:-
 - a) Result in the entry of water into a building; or
 - b) Affect the stability of a building; or
 - c) Create unhealthy or dangerous conditions on the site or within the building; or
 - d) Flow or discharge onto the land of an adjoining owner; and not flow across footpaths or public ways.

Stormwater detention, re-use and/or water quality measures shall be implemented in accordance with engineering calculations and design drawing(s) provided by Intrax Consulting Engineers Pty Ltd (Job Number 73829 dated 9 November 2015).
4. That all driveways, parking and manoeuvring areas shall be formed (surfaced with concrete, bitumen or paving) and properly drained, and shall be maintained in a reasonable condition at all times.
5. Vehicle access ways and carparking spaces shall be kept free of obstructions at all times.
6. That directional signs not exceeding 0.2 square metres shall be erected at the eastern end of the herein approved carport to indicate the location of visitor parking. The sign shall advise that parking is prohibited on (nominated) waste collection days.
7. That driveways, carparking spaces, manoeuvring areas and landscaping areas shall not be used for storage or display of materials or goods including waste products and refuse.
8. A 2.5m (min) length of the existing corrugated iron fence located at the western end of the southern boundary shall be removed and replaced with open chain mesh fencing. Works undertaken shall be consistent with the recommendations contained within the GTA Consultants report dated 16 May 2016 (ref: GTA 15A1291000).
9. All waste collection shall be undertaken completely on private property by a private contractor. Refuse collection vehicles shall not exceed a length of 7.4 metres.
10. That the approved waste disposal facilities and waste enclosure shall be installed and be made operative prior to occupation of the development.
11. That all landscaping shall be planted in accordance with the approved plans prior to the occupancy of the development. Any person(s) who have the benefit of this

approval shall cultivate, tend and nurture the landscaping, and shall replace any landscaping which may become diseased or die.

12. That the upper level windows of the dwellings will be provided with fixed obscure glass to a minimum height of 1.7 metres above the upper floor level to minimise the potential for overlooking of adjoining properties, prior to occupation of the building. The glazing in these windows will be maintained in reasonable condition at all times.
13. Council requires one business day's notice of the following stages of building work:
 - Commencement of building work on site
 - Commencement of placement of any structural concrete
 - Completion of wall and roof framing prior to the installation of linings
 - Completion of building work

Note:

When a building-owner gives notice for the commencement of building work, they shall advise Council of the relevant person, (name, address and telephone number) who will provide the Statement of Compliance required under regulation 83AB.

The relevant person must be:

- The licensed building contractor who performed the work, or
- A registered building work supervisor, private certifier or registered architect.

Commissioner of Highways Conditions

The following conditions are imposed at the request of the Commissioner of Highways (ref: 2016/00229/01, dated 22/04/2016)

1. Access to Marlon Road shall be constructed in accordance with Rilvergum Homes, Preliminary Concept Plan, Sheet 1, Issue 5, dated 31/7/15.
2. The access point shall be suitably flared to Marlon Road to allow convenient ingress and egress movements in order to minimise disruption to the free flow of traffic.
3. All waste collection shall be undertaken completely on private property. Sufficient area shall be provided to ensure commercial vehicles can achieve forward entry and exit movements.
4. Pedestrian sightlines at the access shall be in accordance with AS/NZS2890.1:2004.
5. All landscaping located along the shared driveway shall be low growing and shall be trimmed on an as needs basis so as not to restrict driver sightlines along the driveway to/from the access point.
6. The shared access and internal manoeuvring areas shall be clear of all obstructions including meters, letterboxes, landscaping and visitor parking.
7. All vehicles shall enter and exit the site in a forward direction.
8. All stormwater generated by the development shall be appropriately collected and disposed of without entering or jeopardising the safety of the adjacent arterial road network

BUILDING CONDITIONS 211/1430/2015

The Building Rules Consent has been issued by a Private Certifier.
Refer to conditions/notes attached to their Decision Notification.

Notes:

- 1) If you are building up to a common boundary, you are strongly encouraged to consult with the adjoining property owner before commencing any work.

Section 5 of the Fences Act, 1975 requires you to give formal notification to, and consult with, the adjoining property owner if you are replacing an existing fence or building a freestanding wall along the common boundary that would, for all purposes, be a dividing fence. A wall that forms part of a building to be located along the boundary is also subject to this formal requirement.

- 2) It is highlighted that any existing crossing places not providing vehicle access on the approved plans shall be closed off to Council's requirements and any new or modified crossing places shall be constructed to Council's requirements. New vehicle crossing places shall be located a minimum of 1000mm from any existing or proposed verge features (ie: crossing places, stormwater connections, stobie poles) and a minimum of 2000mm from any existing street tree (unless approval is granted by Council for a closer offset).

An "Application to Construct a Vehicular Crossing Place(s) Across Council Land" is required to be lodged (including payment of lodgement fee) and approved by Council's City Assets Department prior to the undertaking of any works. Council's crossing place and reinstatement design details are contained within this application.

- 3) It is highlighted that any existing stormwater drainage connection(s) not required on the approved plans shall be removed to Council's requirements and any new or modified stormwater drainage connection(s) shall be constructed to Council's requirements. New stormwater drainage connection(s) shall be located a minimum of 1000mm from any existing or proposed verge features (ie: crossing places, stormwater connections, stobie poles) and a minimum of 2000mm from any existing street tree (unless approval is granted by Council for a closer offset).

An "Application to Connect a Stormwater Drain(s) Across Council Land" is required to be lodged (including payment of lodgement fee) and approved by Council's City Assets Department prior to the undertaking of any works. Council's stormwater connection design details are contained within this application.

- 4) It is highlighted that any new or modified underground consumer mains connection(s) with the road reserve shall be constructed to Council's requirements.

An "Application for Permission to Lay Underground Consumer Mains within Council Land" is required to be lodged (including payment of lodgement fee) and approved by Council's City Assets Department prior to the undertaking of any works. Relevant requirements and design details are contained within this application.

- 5) Any damage to footpaths or driveways resulting from development of the site (including any associated works contractors) shall be rectified by the owner/builder. Any costs of rectifying any such conflict with existing Council infrastructure shall be borne by the applicant.
- 6) The footpath and driveways must be monitored by the owner/builder during development to ensure that any damage which occurs must be rectified immediately to mitigate potential trip hazards and ensure ongoing safety of pedestrians and site workers.
- 6) The footpath and verge area must be kept clear at all times of all obstructions including but not limited to, vehicles, building supplies or materials and debris. Any requirement to place items on the footpath or road requires the written approval of Council's City Assets Department.
- 7) No street trees are to be removed without prior approval from Council and shall be replaced at the applicant's expense to the satisfaction of Council.
- 8) Prior to the commencement of construction of the development herein approved, it is recommended that the applicant employs the services of a licensed Land Surveyor to carry out an identification survey of the subject land and to peg the true boundaries, to ensure that building work will be either on the true boundaries or the specified distance from the true boundaries of the subject land, as the case may be.
- 9) The applicant is reminded of its general environmental duty, as required by Section 25 of the Environment Protection Act, to take all reasonable and practical measures to ensure that the activities on the whole site, including during construction, do not pollute the environment in a way which causes or may cause environmental harm. Refer: http://www.epa.sa.gov.au/xstd_files/Water/Report/building_sites.pdf for additional detail.
- 10) The applicant is reminded that in accordance with the Aboriginal Heritage Act, it is an offence to damage, disturb or interfere with any Aboriginal site, object or remains. The Kaurna Nation Cultural Heritage Association Inc is responsible for undertaking heritage surveys in this area, their contact details are:
Darren Wanganeen, Chairperson
c/- Emma Riggs
Camatta Lempens Pty Ltd Lawyers
Phone: (08) 8410 0211
Email: ERiggs@camattalempens.com.au
- 11) Once development approval is granted, the development must be:
 - a) Substantially commenced within twelve (12) months from the date of the decision of this Consent or Approval, otherwise this Consent or Approval will lapse at the expiration of twelve (12) months from this date (unless Council extends this period), and a new development application shall be required;
 - b) Fully completed within three (3) years from the date of the decision of this Approval, otherwise this Approval will lapse at the expiration of three (3) years from this date (unless Council extends this period), and a new development application shall be required; and
 - c) Any request for an extension of time must be lodged in writing with the Council prior to the expiry of the above-mentioned periods.

- 12) Pursuant to Section 86(1)(a) of the Development Act, 1993, you have the right of appeal to the Environment, Resources and Development Court against either (1) a refusal of consent or (2) any condition(s) which have been imposed on a consent. Any such appeal must be lodged with the Court within two (2) months from the day on which you receive this notification or such longer period allowed by the Court.

The Environment, Resources and Development Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide SA 5000 (GPO Box 2465, Adelaide SA 5001).

Document Issue Date 10 November 2016



**Authorised Officer
City Development
City of West Torrens**



1 Wesson Street
Newton SA 5074

Tel / Fax
(08) 8337 4235

Mobile
0416 733 293

Email
illas@bulldoertapprovalssa.com.au

Development Act 1993
DECISION NOTIFICATION FORM
SCHEDULE 11

COUNCIL
COPY

Development Application Number: 211/1430/2015
Building Rules Consent Lodgement Date: 10/10/2016

PC Ref No: PC/847/2016
Council Registered on: 1/12/2015

BUILDING RULES CONSENT

To Applicant: Rlvergum Homes Pty Ltd PO Box 191 TORRENSVILLE PLAZA SA 5031		City of West Torrens 25 OCT 2016 City Development
Location of Proposed Development: Street No: 365A LOT: 2 CT: 6029/37 Street: Marlon Road Suburb: PLYMPTON SA 5038		
Nature of Proposed Development: Construction of a two storey residential flat building comprising ten (10) dwellings and detached carport (25.1m x 5.6m x 3.3m max height) and associated landscaping		

In respect of this proposed development you are informed that:

Nature of Decision	Decision	No. of Conditions	Date of Decision
Development Plan Consent	Granted	21	09/08/2016
Building Rules Consent	Granted	4	20/10/2016
Development Approval	By Council	*NOTE*	Still required

Details of the building classification and the approved number of occupants (if applicable) 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.

Note 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 the land until you have also received notification of a Development Approval.

Signed:

Illas Sotiropoulos
Private Certifier
Dated: 20 October 2016

(Y) Private Certifier

(☒) Sheets Attached

Development Act 1993
Section 42
BUILDING RULES CONSENT NOTIFICATION

Building Certification Approvals (SA) Pty Ltd



1 Wessen Street
Newton SA 5074

Tel / Fax
(08) 8337 4235

Moblla
0416 733 293

To Council:	City of West Torrens
Development Number:	211/1430/2016
PC Ref:	PC/847/2016
Project Work:	Construction of a two storey residential flat building comprising ten (10) dwellings and detached carport (25.1m x 5.6m x 3.3m max height) and associated landscaping
Applicant:	Rivergum Homes PO Box 191 TORRENSVILLE SA 5031
Owner:	Rivergum Landholdings No. 5 PT, PO Box 191 TORRENSVILLE 5031
Classification:	2 & 7a (under the Building Code of Australia)
Site Address:	365A Marlon Road, PLYMPTON SA 5038

Building Rules Consent is granted under Section 33(1)(b) of the Development Act, 1993 subject to the following conditions and notes:

BUILDING RULES CONSENT CONDITIONS:

1. The Early Fire Hazard Indices of all materials, linings and surface finishes, and air-handling ductwork shall comply with the Spread-of-Flame and Smoke-Developed-Index requirements of Clause C1.10 of the Building Code of Australia.
2. All Portable fire extinguishers shall be provided to the ground floor tenancies in accordance with AS 2444 "Portable Fire Extinguishers and Fire Blankets - Selection and Location".
3. The footing design engineer shall inspect the footing trenches and certify that the founding of the footings are suitable for the proposed dwelling prior to the pouring of the footings.

Reason: To ensure structural stability and resistance to actions, BCA – Volume 1, Part B - Structure

4. The location of the articulation joints to the masonry wall shall be located in accordance with the engineers control joint layout plan and recommendations.

Reason: To provide articulation to masonry walls, BCA – Part P2.1

5. Smoke alarms wired to mains power complying with AS3786 (including a 9 volt battery backup) shall be fixed to the underside of the ceiling and be interconnected where there is more than one alarm, and shall be located:
 - (a) between each part of dwelling containing bedrooms and the remainder the of the dwelling; and
 - (b) where bedrooms are served by hallway, in that hallway; and
 - (c) any other storey not containing bedrooms.

Reason: To provide occupants detection of smoke complying with BCA - Part 3.7.2 "Smoke Alarms".

BUILDING RULES CONSENT NOTES:

PC/847/2016

- Pursuant to the provisions of Section 59 of the Development Act 1993, a licensed building work contractor who is proposing to undertake the work or who is in charge of carrying out the work, or if there is no such licensed building work contractor, the building owner must give the Council:
 - (a) one business day's notice of commencement of building work on the site;
 - (b) any other stage of notification required by Council – Please refer to Council Decision Notification Form for further advice; and
 - (c) one business day's notice of completion of the building work.

The applicant is advised to ensure that those notifications are given.

When the applicant provides notice of commencement of building work, the applicant must also provide to the Council, the name, address and telephone number of the persons who are proposed to sign parts A and B of the "Statement of Compliance" under Regulation 83AB.

For the purposes of Regulation 83AB, a licensed building work contractor (the **contractor**) will be taken to be responsible for carrying out building work if the contractor has responsibility for—

- (a) performing the work; or
- (b) engaging another person to perform the work in a situation where the contractor retains overall responsibility for the work, or if there is none, the owner builder.

In accordance with Regulation 74 of the Development Regulations 2008, the person who gives the notice must, within 1 business day after the notice is given, provide to the Council a duly completed supervisor's checklist relating to the roof framing, signed by a registered building work supervisor, being a registered building work supervisor who has undertaken the required training recognised under a scheme approved by the Minister.

A person must not conceal any completed roof framing until after the expiration of 2 clear business days after the notification has been received by the Council.

When the applicant provides notice of commencement of building work, the applicant must also provide to the Council, the name, address and telephone number of the persons who are proposed to sign parts A and B of the "Statement of Compliance" under Regulation 83AB.

For the purpose of this note the person proposing to undertake the building work is the licensed building work contractor who is carrying out the work or if there is none, the owner builder.

- In accordance with Development Regulation 83AB a duly completed "Statement of Compliance" under Schedule 19A must be provided to Building Certification Approvals (SA) Pty Ltd within 10 business days after a notice of completion with respect to the building work notice is given (refer statement attached). A Class 1a building (or part of the building) has not been previously occupied and the building is occupied before a notice of completion with respect to the building work has been given, a duly completed Statement of Compliance must be provided to the relevant authority under sub regulation (6) within 10 business days after the building (or part) is occupied.

In accordance with the Development Regulations 2008, 83AB (8) "Part A" of the Statement must be signed by the licensed building work contractor responsible for carrying out the work or if there is no such person, by a registered building work supervisor or a private certifier and "Part B" must be signed by the owner of the relevant land or someone acting on their behalf.

This regulation does not apply to Class 10 buildings or structures.

- Important:** This approval does not imply compliance with the Electricity Act, 1996 [in relation to minimum clearance distances of power lines adjacent to buildings], the [State] Equal Opportunity Act, 1995, the Work Health and Safety Act & Regulations 2012, or with Commonwealth Disability and Discrimination Act, 1992 (assessment has been undertaken for compliance with the Building Rules in accordance with the Access Code for disabilities – Access to Premises – Building Standard 2010) or with any Regulations under those Acts. It is the responsibility of the owner, applicant and the person undertaking the building work to ensure compliance with same.

BUILDING RULES CONSENT NOTES:

PC/847/2016

- **Important:** The person proposing to undertake the work shall ensure that no part of the proposed building work is to overhang the boundary of the site including the face of any retaining walls which are to be constructed on the boundary and not encroach on to the adjoining property. It is strongly recommended that a Licensed Surveyor be engaged to undertake a survey before work commences to establish the location of the boundary. Boundary distances from buildings are measured from the allotment boundaries and not from fences or existing walls and are to have separation distances to comply with the NCC (National Construction Code).
- The footings have been assessed for compliance with the minimum allowable requirements in accordance with AS 2870.1 & 2. Owners are advised to refer and comply with the Footing Construction Report 'Performance Requirements and Foundation Maintenance' of Appendix B of AS 2870 and is advised to seek advice from the design engineer. The certifier has relied on the soil engineer's assessment of the founding material, site levels and engineer's estimate wind speed.

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

- Structural steel lintels, angles, wall ties, connectors and accessories used in buildings shall be provided with no less than the minimum corrosion protection in accordance with the requirements of AS 4773 Parts 1 & 2 – Masonry for small buildings.
- Structural steel members used in buildings that are not built into walls shall be protected against corrosion in accordance with the requirements of AS 4773 Parts 1 & 2 – Masonry for small buildings.
- The artificial lighting to the new building work shall not exceed the lamp power density or illumination power density allowances nominated in BCA Clause 3.12.5.5 - Artificial Lighting.
- This consent does not include consent for brush fencing, which shall be subject to a separate application for building rules consent prior to the construction of the brush fencing. Building rules consent will be required for brush fencing where construction is proposed for:
 - (a) a brush fence closer than 3 metres to an existing or proposed dwelling, or
 - (b) a dwelling closer than 3 metres to an existing or proposed brush fence.

Minister's Specification SA 76C – Protection of buildings exposed to brush fences outlines how to achieve compliance for brush fencing.

- Wet areas are to be constructed in accordance with BCA Vol 2- Part 3.8.1, comply with "AS 3740 Waterproofing of domestic wet areas", and have floor wastes provided in accordance with SA 3.2.2.
- A door to a fully enclosed sanitary compartment shall:
 - (a) open outwards; or
 - (b) slide; or
 - (c) be readily removable from the outside of the compartment.
 - unless there is a clear space of 1200mm provided between the closet pan within the fully enclosed sanitary compartment and the nearest part of the doorway.
 - 3.8.3.3. of the Building Code of Australia requires the above as a means to facilitate the removal of an unconscious occupant from a fully enclosed sanitary compartment.
- Your attention is drawn to your obligation to notify your adjoining owner as required by the provisions of Section 60 of the Development Act 1993 and Regulation 75 of the Development Regulations 2008.
- Autoclaved Aerated Concrete Panels used for the construction of external walls, fire walls and boundary wall construction shall have appropriate Certificate of Conformity issued by an approved certification body. The certification shall certify compliance with the Building Code of Australia Volume One and Two including installation and finishing strictly in accordance with the manufacturer's recommendations. All work carried out in relation to the installation and finishing of the Autoclaved Aerated Concrete Panels shall be carried out in strict accordance with the manufacturer's recommendations.

BUILDING RULES CONSENT NOTES:

PC/847/2016

- The building should not be occupied until a "Certificate of Occupancy" has been issued by Building Certification Approvals (SA) Pty Ltd in accordance with Regulation 83 of the Development Regulations 2008.

A request for a "Certificate of Occupancy" must be accompanied by a copy of a duly completed "Statement of Compliance" under Schedule 19A (*see attached*), a copy of any "Certificate of Compliance" under Regulation 76(3a), evidence that any conditions on the development authorisation have been satisfied and, if further building work is envisaged in respect of the building, evidence that the requirements of Ministers Specification SA 83 have been complied with (if building has more than one storey) or (in any other case), that the building is suitable for occupation.

- The stairs shall be a type that is manufactured by an accredited manufacturer in accordance with the accreditation certificate requirements. The stairs are also to be fitted with a continuous handrail to at least one side with a minimum height of 865mm, measured vertically above the nosing line complying with Part 3.9.2, Volume 2 of the "Building Code of Australia".

The steps of the stairs shall have a nosing strip with a slip-resistant classification or the surface shall have a slip-resistance classification in accordance with Table 3.9.1.1 – Slip-Resistance Classification complying with Part 3.9.1, Volume 2 of the "Building Code of Australia".

- AS 3660.1 "Termite Management - New Building Work", identifies methods to reduce the risk of attack by subterranean termites to the building's structural elements. The Building Code of Australia - Part 3.1.3 requires Class 1 & 10 buildings are required to have the primary structural building elements susceptible to termite attack protected with a suitable termite barrier management system. Where the primary structural building elements are constructed of one, or a combination of, the following materials are exempted from the requirement to provide a termite risk management system:
 - (a) Steel, aluminium or other metals;
 - (b) Concrete;
 - (c) masonry;
 - (d) Fibre-reinforced cement;
 - (e) Naturally termite resistant timber in accordance with Appendix C of AS3660.1; or
 - (f) Preservative treated timber in accordance with Appendix D of AS3660.1.

Where a termite management system is used for "New Building Work" a durable notice is required to be permanently fixed in a prominent location, such as a meter box or the like, indicating:

- (a) the method of protection;
- (b) the date of installation of the system and;
- (c) where;
 - ☐ a chemical barrier is used, its life expectancy as listed on the National Registration Authority label; as well as
- (d) the installer's or manufacturer's recommendations for the need to inspect and maintain the system on a regular basis.

Building Certification Approvals (SA) Pty Ltd
Private Certifier



Illas Solitropoulos
Director (private certifier registration No.080)

Civic Centre
165 Sir Donald Bradman Drive
Hilton, SA 5033
Tel 08 8416 6333
Fax 08 8443 5709
Email: csu@wlcc.sa.gov.au
Web: westtorrens.sa.gov.au



DECISION NOTIFICATION FORM

Development Act 1993 – Regulation 42

RIVERGUM LAND HOLDINGS NO 5 PTY LTD
387-391 South Rd
MILE END SOUTH SA 5031

DEVELOPMENT NUMBER: 211/1073/2016

Dated: 9 September 2016

Registered on:

City of West Torrens

21 OCT 2016

City Development
9 September 2016

Location of Proposed Development

Address: 365A Marion Road, PLYMPTON SA 5038

Plan and Lot: D79933 Lot 2 Certificate of Title: CT-6029/37

Nature of Proposed Development:


Demolition of all structures

In respect of this proposed development you are informed that:

Nature of Decision	Date	Conditions
BUILDING RULES CONSENT	29 SEPTEMBER 2016	5
DEVELOPMENT APPROVAL	30 SEPTEMBER 2016	5
Building Classification Granted:	10A	

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.

Date of Decision: 30 September 2016


Barry Rayner
Authorised Officer
City Development
City of West Torrens

BUILDING CONDITIONS 211/1073/2016

- 1) That the development shall be undertaken and maintained in accordance with the plans and information stamped with **Building Rules Consent 29-Sep-2016** detailed in this application except where varied by any condition(s) listed below.
- 2) Council will require one business day's notice of the COMMENCEMENT and COMPLETION of the building work on the site.
Note:
When a building-owner gives notice for the commencement of building work, they shall advise Council of the relevant person, (name, address and telephone number) who will undertake the work.
- 3) Demolition work shall be undertaken in accordance with the provisions of Australian Standard 2601-2001 "The Demolition of Structures".
- 4) Where an excavation affects adjacent land in terms of Regulation 75 of the Development Act, the Building Owner must serve notice on the adjoining owner 28 days prior to building work commencing.
- 5) Demolition work must not proceed if it is likely to cause damage to, or adversely affect the structural integrity of adjoining buildings.

Notes:

- 1) The owner/applicant/demolition contractor is to ensure that the requirements of other legislation or authorities are satisfied: eg. EPA, Occupational Health, Safety and Welfare Act, SA Water, Transport SA, Department of Industrial Affairs.
- 2) Building materials or other debris associated with the demolition shall not be burnt on the site. (Refer to the Environment Protection Authority (Burning policy).
- 3) Footways adjacent to the site are to be kept in a safe condition at all times to protect pedestrians. All footways traversed by vehicles using the site shall be maintained for the duration of the work. On completion of the works the footways shall be reinstated to the satisfaction of Council.
- 4) To avoid nuisance or damage being caused to persons or property, effective measures shall be taken to prevent building materials, rubbish, and soil from falling or being blown from the building or site onto other properties or roadways.
- 5) Enquiries are made with the Safe Work SA, Mineral Fibre Unit 8303 0405 for the removal and disposal of asbestos wastes.
- 6) If you are removing a building from a common boundary, you are strongly encouraged to consult with the adjoining property owner before commencing any work. Section 5 of the Fences Act, 1975 requires you to give formal notification to and consult with the adjoining property owner if you are replacing an existing fence or


removing a building along the common boundary that would, for all purposes, be a dividing fence.

- 7) Where building work affects a public footway or street, the applicant must seek approval from Council's Compliance Dept for authorisation pursuant to Section 221 of the Local Government Act.
- 8) No works other than what is described within this approval form part of this application. A separate development application is required prior to any total or partial removal of a regulated and/or significant tree.
- 9) Please note that vacant land is rated at a higher rate than residential property and therefore your rates may increase if your land remains vacant following demolition of the building/s.
For information of the rate in the dollar for vacant land, please ring 8416 6333 or visit www.wtcc.sa.gov.au
- 10) The applicant is reminded of its general environmental duty, as required by Section 25 of the Environment Protection Act, to take all reasonable and practical measures to ensure that the activities on the whole site, including during construction, do not pollute the environment in a way which causes or may cause environmental harm. Refer: http://www.epa.sa.gov.au/xstd_files/Water/Report/building_sites.pdf for additional detail.

- 11) The applicant is reminded that in accordance with the Aboriginal Heritage Act, it is an offence to damage, disturb or interfere with any Aboriginal site, object or remains. The Kaurna Nation Cultural Heritage Association Inc is responsible for undertaking heritage surveys in this area, their contact details are:
Darren Wanganeen, Chairperson
o/- Emma Riggs
Camatta Lempens Pty Ltd Lawyers
Phone: (08) 8410 0211
Email: ERiggs@camattalempens.com.au
- 12) Once development approval is granted, the development must be:
a) Substantially commenced within twelve (12) months from the date of the decision of this Consent or Approval, otherwise this Consent or Approval will lapse at the expiration of twelve (12) months from this date (unless Council extends this period), and a new development application shall be required;
b) Fully completed within three (3) years from the date of the decision of this Approval, otherwise this Approval will lapse at the expiration of three (3) years from this date (unless Council extends this period), and a new development application shall be required; and
c) Any request for an extension of time must be lodged in writing with the Council prior to the expiry of the above-mentioned periods.
- 13) Pursuant to Section 86(1)(a) of the Development Act, 1993, you have the right of appeal to the Environment, Resources and Development Court against either (1) a refusal of consent or (2) any condition(s) which have been imposed on a consent. Any such appeal must be lodged with the Court within two (2) months from the day on which you receive this notification or such longer period allowed by the Court.

The Environment, Resources and Development Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide SA 5000 (GPO Box 2465, Adelaide SA 5001).

Document Issue Date 30 September 2016



Barry Rayner
Authorised Officer
City Development
City of West Torrens

DECISION NOTIFICATION FORM

Development Act 1993 – Regulation 42

RIVERGUM LAND HOLDINGS NO 5 PTY LTD
C/- PINKSTERBOER DEVELOPMENT CONSULTANTS
141 Henley Beach Rd
MILE END SA 5031

City of West Torrens

25 JAN 2017

City Development

DEVELOPMENT NUMBER: 211/1138/2016

Dated: 27 September 2016

Registered on: 27 September 2016

Location of Proposed Development

Address: 365A Marlon Road, PLYMPTON SA 5038

Plan and Lot: D79933 Lot 2

Certificate of Title: CT-6029/37

Nature of Proposed Development:

Land division - Community Title; DAC No. 211/C139/16 (Unique ID 55525);
Create nine (9) additional allotments

In respect of this proposed development you are informed that:

Nature of Decision	Date	Conditions
DEVELOPMENT PLAN CONSENT	25 JANUARY 2017	1
LAND DIVISION (COMMUNITY TITLE)	25 JANUARY 2017	3
DEVELOPMENT APPROVAL	25 January 2017	4

(SEE ATTACHED SHEET FOR CONDITIONS OF APPROVAL)

Date of Decision: 25 January 2017



Sonia Gallarello
Authorised Officer
City Development
City of West Torrens

LAND DIVISION REQUIREMENT CONDITIONS

211/1138/2016

DAC No. - 211/C139/16

DEVELOPMENT PLAN CONSENT COUNCIL CONDITIONS:

1. Development is to take place in accordance with the plans prepared by John C Bested And Associates Pty Ltd relating to Development Application No. 211/1138/16 (DAC 211/C139/16) or (DAC 211/C139/16).

DEVELOPMENT ASSESSMENT COMMISSION CONDITIONS:

NII

LAND DIVISION CONSENT COUNCIL CONDITIONS:

DEVELOPMENT ASSESSMENT COMMISSION CONDITIONS:

1. The financial requirements of SA Water shall be met for the provision of water supply and sewerage services (SA Water H0050423).

An investigation will be carried out to determine if the connection/s to the development will be costed as standard or non-standard.

2. Payment of \$66760 into the Planning and Development Fund (10 allotment/s @ \$6,676/lot).

Payment may be made by credit card via the Internet at www.edala.sa.gov.au or by phone (7109 7018), by cheque payable to the Development Assessment Commission marked "Not Negotiable" and sent to GPO Box 1815, Adelaide 5001 or in person, Ground Floor, 101 Grenfell Street, Adelaide.

3. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the Development Assessment Commission for Land Division Certificate Purposes.

Notes:

- a) Pursuant to Section 48 of the Development Regulations 2008, any consent or approval hereby granted will lapse at the expiration of 12 months from the date of the consent or approval.

If an application for a certificate under Section 51 of the Development Act 1993 is not lodged with the Development Assessment Commission within 12 months from the operative date of the consent and/or approval hereby granted, the relevant

consent or approval will lapse at the expiration of three years from the operative date of the consent or approval.

- b) Street numbering for this proposal has not yet been allocated, please contact the City of West Torrens - Rates Department on 8416 6333 for street numbering advice
- c) Pursuant to Regulation 60(4)(b)(ii) Council has no record of when the dwelling/s on site were approved for construction.
- d) The applicant is reminded that in accordance with the Aboriginal Heritage Act, it is an offence to damage, disturb or interfere with any Aboriginal site, object or remains. The Kurna Nation Cultural Heritage Association Inc is responsible for undertaking heritage surveys in this area, their contact details are:

Darren Wanganeen, Chairperson
c/- Emma Riggs
Camatta Lempens Pty Ltd Lawyers
Phone: (08) 8410 0211
Email: ERiggs@camattalempens.com.au

Document Issue Date 25 January 2017



Sonia Gallarelo
Authorised Officer
City Development
City of West Torrens

Data Extract for Section 7 search purposes

Valuation ID 212879825*

Data Extract Date: 26/06/2025

Important Information

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

Parcel ID: C41009 FL5

Certificate Title: CT6194/101

Property Address: UNIT 5 365A MARION RD PLYMPTON SA 5038

Zones

Housing Diversity Neighbourhood (HDN)

Subzones

No

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 15 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.

Advertising Near Signalised Intersections

The Advertising Near Signalised Intersections Overlay seeks to ensure advertising near signalised intersections does not pose an unacceptable risk to pedestrian or road safety.

Affordable Housing

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

Building Near Airfields

The Building Near Airfields Overlay seeks to ensure development does not pose a hazard to the operational and safety requirements of commercial and military airfields.

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

DRAFT

LOCAL GOVERNMENT RATES SEARCH

Civic Centre
165 Sir Donald Bradman Drive
Hilton, SA 5033
Tel: 08 8416 6333
Email: info@wtcc.sa.gov.au
SMS: 0429 205 943
Web: westtorrens.sa.gov.au



25 June 2025

TO: SEARCHLIGHT TECHNOLOGY
16 Birdwood St
NETHERBY SA 5062

DETAILS OF PROPERTY REFERRED TO:

RATES ASSESSMENT NO : 49115 9
VALUER GENERAL NO : 212879825*
OWNER : L M Lailey and C H Lailey
PROPERTY ADDRESS : 5/365A Marion Road, PLYMPTON SA 5038
VOLUME/FOLIO : CT-6194/101
LOT/PLAN NUMBER : C41009 Unit 5
WARD : Plympton

Pursuant to Section 187 of the Local Government Act 1999, I certify that the following amounts are due and payable in respect of, and are a charge against the above property.

Rates and fines in arrears	.00
Interest on Arrears charged in current financial year	0.00

Rates for current 2024/2025 financial year	1,159.90
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The rates are payable in four equal (or approximately equal) instalments payable in the months of September, December, March and June of the financial year that the rates are declared. The current year's rates fall due on September 2, 2024; December 2, 2024; March 3, 2025 and June 2, 2025.
Fines and interest will be added as provided by the Local Government Act 1999, as amended.

Less rebates	0.00
Fines (current)	0.00
Legal fees (current)	0.00
Less current year's payments	-1,159.90
Overpayment	0.00
Refunds	0.00

Balance - Rates Due and payable	0.00
Sundry Property Debts	0.00

TOTAL BALANCE

0.00

AUTHORISED OFFICER

This statement is made on the 25 June, 2025

Payment Methods

BPAY



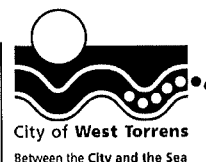
Billers Code: 88567
Reference: 491159

Credit Card

Payments can be made online at westtorrens.sa.gov.au/online services
or phone 08 84166333 (during business hours).

LOCAL GOVERNMENT RATES SEARCH

Civic Centre
165 Sir Donald Bradman Drive
Hilton, SA 5033
Tel: 08 8416 6333
Email: info@wtcc.sa.gov.au
SMS: 0429 205 943
Web: westtorrens.sa.gov.au



NOTIFICATION OF CHANGE OF OWNERSHIP

25 June 2025

Vendor/Purchaser or representative of same to complete and return to:

CITY OF WEST TORRENS
165 SIR DONALD BRADMAN DRIVE
HILTON SA 5033

Telephone (08) 8416 6333
Email info@wtcc.sa.gov.au

Notification of change of owner in respect of:
L M Lailey and C H Lailey

for the property at:
5/365A Marion Road, PLYMPTON SA 5038
title reference;
CT-6194/101

Please remove the aforementioned names from the Assessment Book referenced to:

Rates Assessment No : 49115 9
Valuer General No : 212879825*

and replace with the following new ownership details:
(please list all names IN FULL)

SURNAME or COMPANY NAME	GIVEN NAMES	TITLE (Mr, Mrs, Ms, Dr etc.)	SIGNATURE


The new owner/s address for issue of rate notices is:

New details provided by (strike out if not applicable):

SEARCHLIGHT TECHNOLOGY
16 Birdwood St
NETHERBY SA 5062

Signed _____ **Date** _____

Please refer attachment for changes of ownership form. This certificate is only valid as at the date of printing (25/06/2025)

PURPOSE: PRIMARY COMMUNITY STRATA		AREA NAME: PLYMPTON		APPROVED: STEVE ANDREWS 10/07/2017		<div></div> <div>C41009</div> <div>SHEET 1 OF 4</div> <div>54094_text_01_v04_Version_4</div>				
MAP REF: 6628/50/C		COUNCIL: CITY OF WEST TORRENS		DEPOSITED: DEAN WATSON 13/07/2017						
LAST PLAN: D79933		DEVELOPMENT NO: 211/C139/16/001/49036								
AGENT DETAILS: JOHN C BESTED & ASSOCIATES PTY LTD 362 MAGILL RD KENSINGTON PARK SA 5068 PH: 83327111 FAX: 83641829		SURVEYORS CERTIFICATION:		I ASHLEY GREG WINDOW , 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 8th day of July 2017 Ashley Window Licensed Surveyor						
AGENT CODE: JCBA										
REFERENCE: 18497										
SUBJECT TITLE DETAILS:										
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	6029	37		ALLOTMENT(S)	2	D	79933	ADELAIDE		
OTHER TITLES AFFECTED:										
EASEMENT DETAILS:										
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF				CREATION
EXISTING	COMMON PROPERTY	SHORT	EASEMENT(S)	A	FOR EAVES AND GUTTERS					RTC 11107802
ANNOTATIONS: LOTS 6.7.8.9.10 EXIST AT GROUND AND FIRST FLOOR LEVELS THE SERVICE INFRASTRUCTURE COULD NOT BE FOUND DUE TO THE AGE AND NATURE OF THE SCHEME AND THE UNAVAILABILITY OF RECORDS										

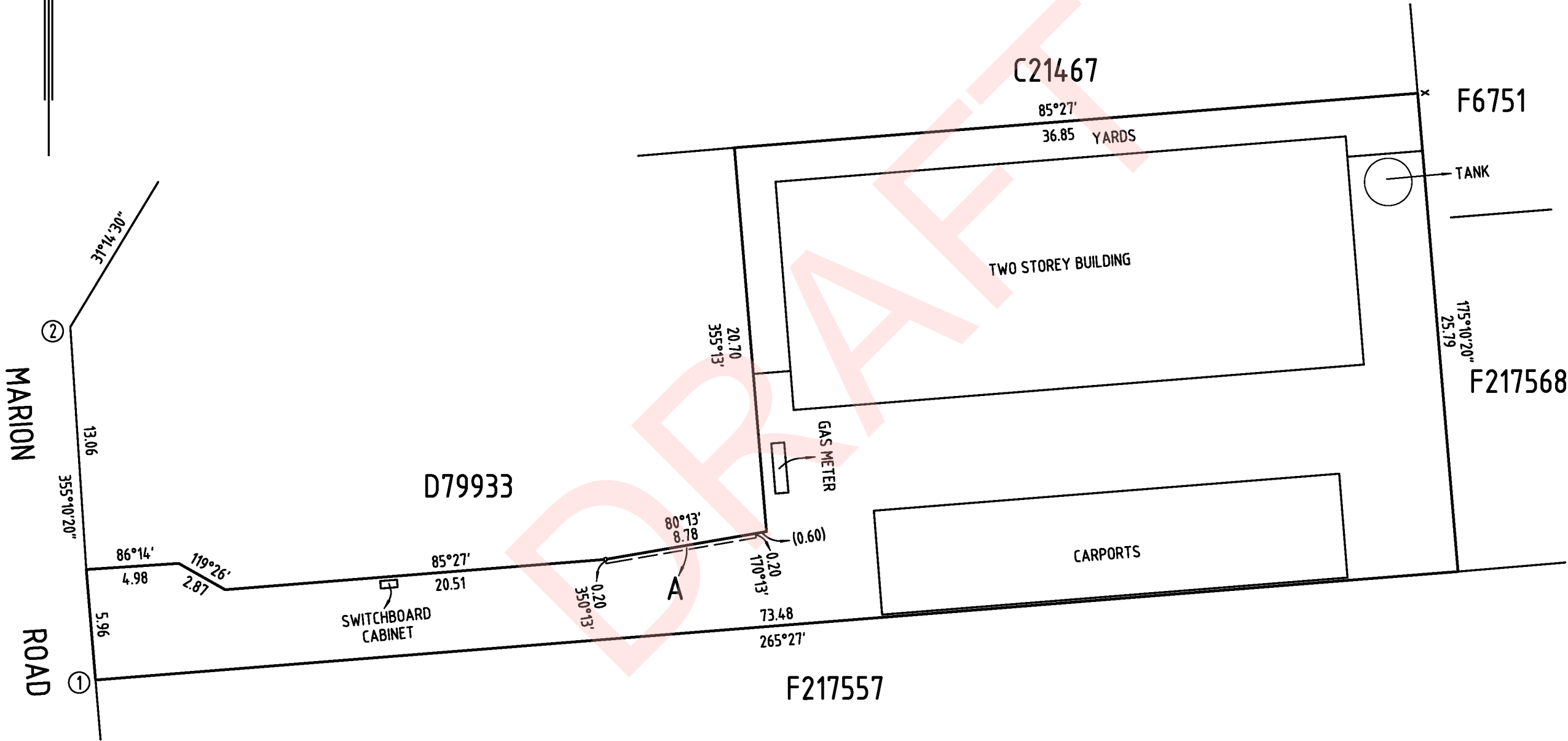
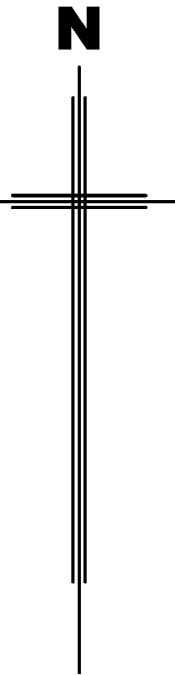
C41009

SHEET 2 OF 4

54094_pland_1_V02_Version_4

BEARING DATUM: ①- ② 355°10'20"
DERIVATION: D79933 ADOPTED

TOTAL AREA: 1121m²



SITE PLAN



JOHN C BESTED & ASSOC PTY LTD

ABN 96 004 596 908
SURVEYING & PLANNING CONSULTANTS
362 MAGILL ROAD KENSINGTON PARK 5068
PHONE (08) 8332 7111 FAX (08) 8364 1829

REF	18497	DRAWING	18497 - COM	VERSION	4
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Pinksterboer Property
PROPERTY CONVEYANCING - DEVELOPMENT CONSULTANTS
220 Henley Beach Road PH 8340 2207
Torrensville SA 5031 FAX 8241 7901

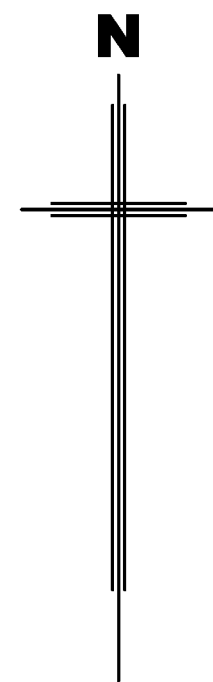
C41009

SHEET 3 OF 4

54094_pland_2_V02_Version_4

OF.....OUTSIDE FACE
IF.....INSIDE FACE
PROD...PRODUCTION
CL.....CENTRE LINE

THE LOWER AND UPPER LIMITS OF A LOT
SUBSIDIARY SHOWN AS YARD ARE EXISTING
GROUND LEVEL AND 3.00 METRES ABOVE
EXISTING GROUND LEVEL RESPECTIVELY
UNLESS LIMITED IN HEIGHT BY OVERHANGING
STRUCTURES BELOW 3.00 METRES.



MARION
ROAD

D79933

SWITCHBOARD
CABINET

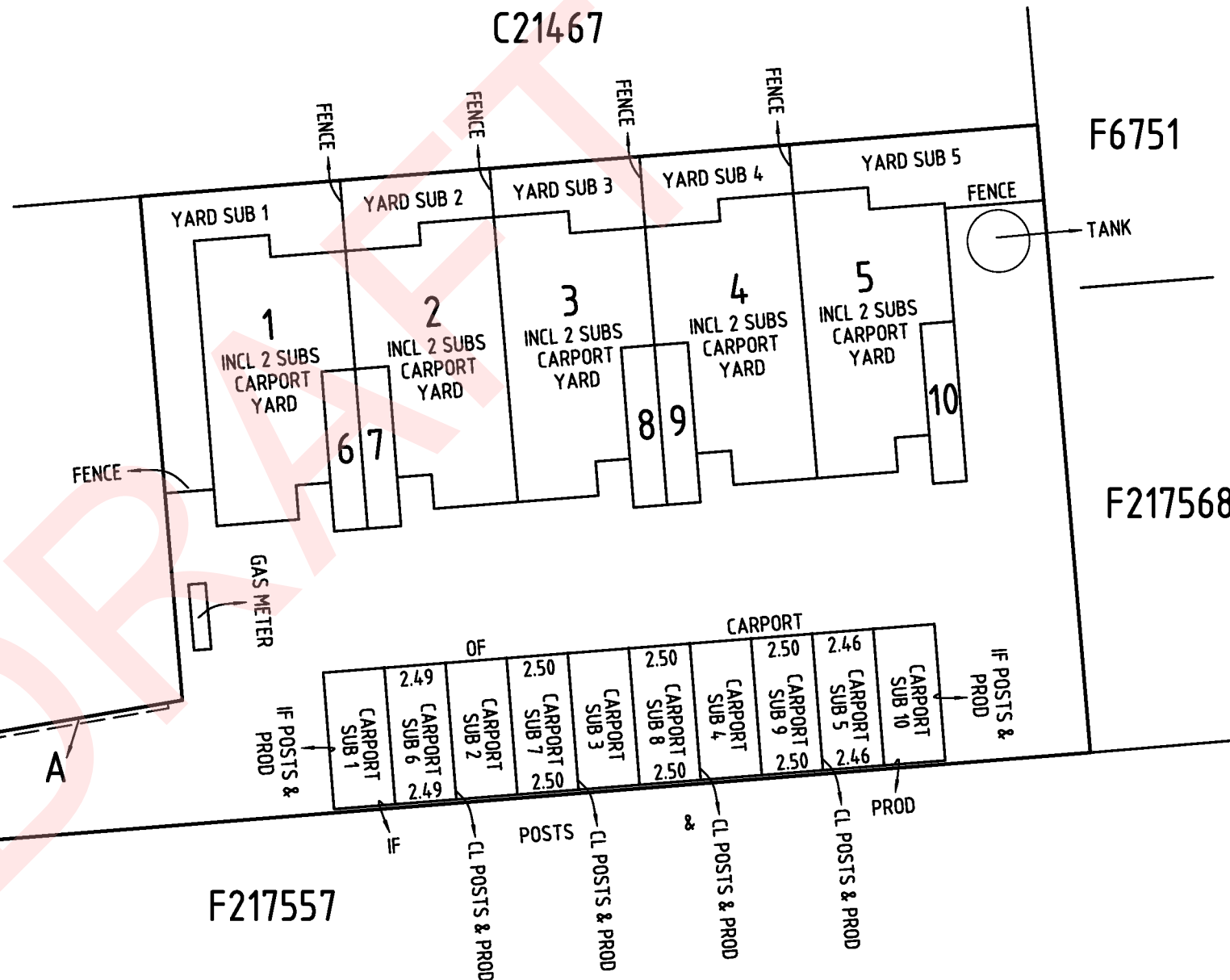
A

F217557

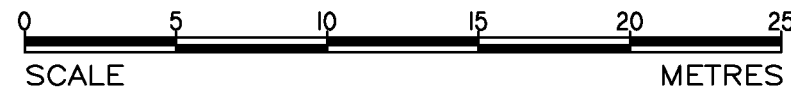
C21467

F6751

F217568



GROUND FLOOR PLAN



JOHN C BESTED & ASSOC PTY LTD

ABN 96 004 596 908
SURVEYING & PLANNING CONSULTANTS
362 MAGILL ROAD KENSINGTON PARK 5068
PHONE (08) 8332 7111 FAX (08) 8364 1829

REF 18497 DRAWING 18497 - COM VERSION 4

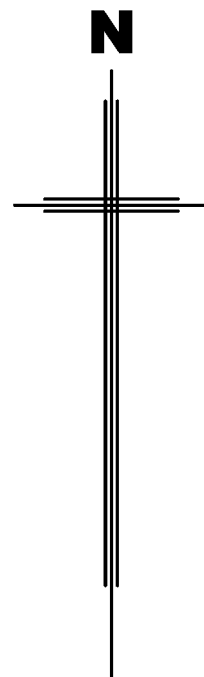
Pinksterboer Property
PROPERTY CONVEYANCING - DEVELOPMENT CONSULTANTS
220 Henley Beach Road PH 8340 2207
Torrensview SA 5031 FAX 8241 7901

C41009

SHEET 4 OF 4

54094_pland_3_V02_Version_4

CL.....CENTRE LINE
BALCONIES ARE COVERED.



MARION
ROAD

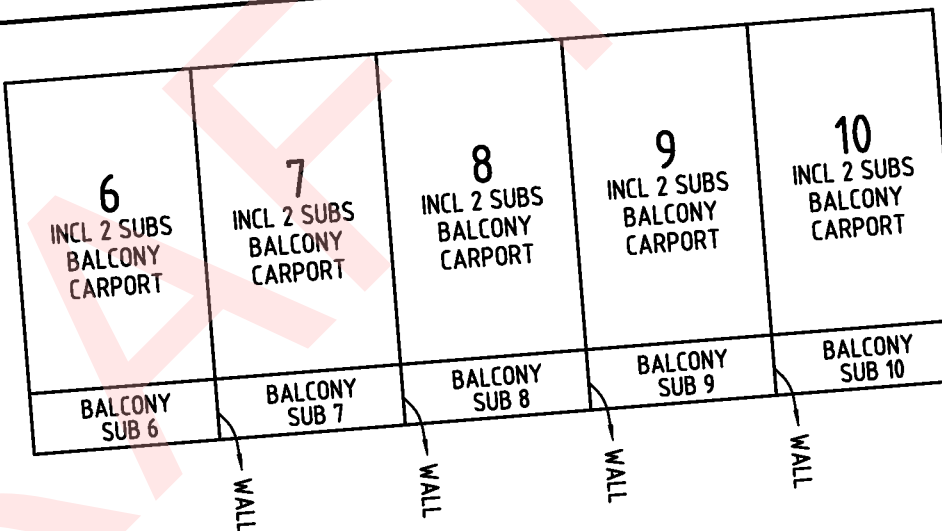
D79933

A

C21467

F6751

F217568



F217557

FIRST FLOOR PLAN



JOHN C BESTED & ASSOC PTY LTD

ABN 96 004 596 908
SURVEYING & PLANNING CONSULTANTS
362 MAGILL ROAD KENSINGTON PARK 5068
PHONE (08) 8332 7111 FAX (08) 8364 1829

REF	18497	DRAWING	18497 - COM	VERSION	4
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Pinksterboer Property
PROPERTY CONVEYANCING - DEVELOPMENT CONSULTANTS
220 Henley Beach Road PH 8340 2207
Torrensview SA 5031 FAX 8241 7901

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

C 41009

SHEET 1 OF 1

ACCEPTED

13 JUL 2017

PRO REGISTRAR-GENERAL

DEV. NO. 211 : C139 : 16

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
1	1,020	
2	1,010	
3	1,010	
4	1,010	
5	1,010	
6	988	
7	988	
8	988	
9	988	
10	988	
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 the
schedule is correct for the purposes of the
Community Titles Act 1996.

Dated the 26th day of JUNE 2017

Jeffrey Wood

Signature of Land Valuer

Orig. **LF 12757040**



12:14 30-Jun-2017
3 of 4

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
PURPOSES ONLY**

SERIES NO	PREFIX
3	LF\

AGENT CODE

LODGED BY:

PINKSTER BOER
PROPERTY


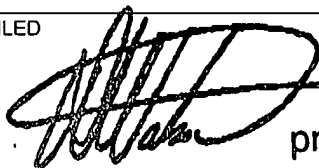

PINK

CORRECTION TO:

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

- 1
- 2
- 3
- 4
- 5

PICK-UP NO.	
CP	

CORRECTION	PASSED 
FILED  pro	13 JUL 2017  REGISTRAR-GENERAL

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

BY – LAWS

(Community Strata Plan)

365a Marion Road Plympton SA 5038

COMMUNITY CORPORATION No. 41009 INCORPORATED


COMMUNITY PLAN NO.

Developer: Rivergum Land Holdings No.5 Pty Ltd A.C.N.144 060 588
of 387-391 South Road Mile End South SA 5031

CERTIFICATE

**Certificate as to preparation of scheme description, by-laws or
development contracts**

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


Gavin Scott Pinksterboer
Registered Conveyancer
441 Henley Beach Road Mile End SA 5031
220 TOKRENSVILLE

**COMMUNITY SCHEME BY-LAWS
PLAN NO. (TBA)**

1. Interpretation

1.1. In these By-Laws:

- 1.1.1. "Act" means the Community Titles Act 1996;
- 1.1.2. "Common Property" has the same meaning as set out in the Act;
- 1.1.3. "Community Plan" means the Community Titles Plan referred to above, which establishes the Community Scheme;
- 1.1.4. "Community Scheme" means the community strata scheme comprised in and established by the Community Plan;
- 1.1.5. "Corporation" means Community Corporation No. 41009 Incorporated and includes a duly appointed officer, agent, employee, contractor or manager;
- 1.1.6. "Develop" means:
 - 1.1.6.1. the erection, construction, alteration, improvement, installation or painting of any building, or other improvement on a Lot or on Common Property, and includes any siteworks effected in readiness for Development; and
 - 1.1.6.2. "Development" has a like meaning, and includes the Lots, any lot subsidiaries and the Common Property;
- 1.1.7. "Lot" means a community strata Lot being part of the Community Scheme;
- 1.1.8. "Lot Owner" means the owner of a Lot;
- 1.1.9. "Invitees" means visitors, tradespersons, builders, contractors, agents, clients or associates of the Lot Owner or occupier of a Lot;
- 1.1.10. "Manager" means any party approved by the Corporation from time to time to manage and perform the duties and functions of the Corporation under the Act, and "Corporation Management Agreement" means any agreement appointing the Manager pursuant to Section 75(5) of the Act;
- 1.1.11. "Occupier" of a Lot means the person or persons in occupation of a Lot and includes, if the Lot is unoccupied, the relevant Lot Owner.

1.2. In these By-Laws except to the extent that the context otherwise requires:

- 1.2.1. words importing the singular number include the plural and vice versa;
- 1.2.2. words importing any gender include other genders;
- 1.2.3. references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to and all regulations, rules, By-Laws, proclamations, orders and other authorities pursuant thereto;
- 1.2.4. references to any of the parties hereto include references to their respective successors and permitted assigns;
- 1.2.5. headings have been inserted for guidance only and will be deemed not to form any part nor to affect the construction of these By-Laws;
- 1.2.6. where a word or phrase is given a defined meaning in this Agreement, any other part of speech or other grammatical form in respect of such word or phrase will have a corresponding meaning;

- 1.2.7. these By-Laws will be governed by and construed in accordance with the laws of the State of South Australia. Each of the parties hereto submits unconditionally but not exclusively to the jurisdiction of a Court of competent jurisdiction in the State of South Australia;
- 1.2.8. if any of the provisions of these By-Laws should be judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity or unenforceability or illegality (unless deletion of such provision or provisions would substantially alter the intention of the parties hereto, expressed or implied) will not affect the operation, construction or interpretation of any other provision of these By-Laws with the intent that the invalid or unenforceable or illegal provisions will be treated for all purposes as severed from these By-Laws.

2. Mandatory By-Laws

2.1. Administration, management and control of Common Property

- 2.1.1. The Corporation is responsible for the administration, management and control of the Common Property.
- 2.1.2. The Corporation may (but is not obliged to) appoint a management committee (comprising representatives of Lot Owners) which will be responsible to the Corporation for the administration, management and control of the Common Property except for matters concerning:
 - 2.1.2.1. the fixing of contribution amounts from Lot Owners;
 - 2.1.2.2. appointment of a Manager under by-law 2.1.3; and
 - 2.1.2.3. maintenance, upgrading or improvements to the Common Property where the amount expended would exceed \$5,000.00 or such greater amount as may be decided by the Corporation.
- 2.1.3. The Corporation may (but is not obliged to) appoint a Manager which will be responsible to, and which will to assist the Corporation in carrying out, on behalf of the Corporation, the functions of administering, managing or controlling the Common Property, but:
 - 2.1.3.1. the Manager must enter into a written Corporation Management Agreement with the Corporation which is subject to annual review; and
 - 2.1.3.2. the Corporation must be entitled under a term of the Corporation Management Agreement to terminate that agreement in the event of default by the Manager in satisfactory performance of its duties.
- 2.1.4. Lot Owner Contributions
 - 2.1.4.1. The Corporation will in general meeting (and not by its management committee) fix the amount it requires from Lot Owners from time to time by way of contributions for anticipated expenditure (such as common property maintenance, building services, rates and taxes, insurances, repairs, rubbish removal contractors etc).
 - 2.1.4.2. Subject to the Act, the share of an amount to be contributed by a Lot Owner is proportional to the lot entitlement of the relevant Lot unless otherwise provided by a unanimous resolution of the Corporation.
 - 2.1.4.3. The Corporation may, by ordinary resolution-

- 2.1.4.3.1. permit contributions to be paid in instalments specified in the resolution; and
- 2.1.4.3.2. fix (in accordance with regulations to the Act) interest payable in respect of a contribution, or an instalment of a contribution, that is in arrears.

2.2. Use and enjoyment of the Common Property

- 2.2.1. The Common Property is, subject to the Act and these By-Laws, for the common use and enjoyment of Lot Owners and other Occupiers in the Community Scheme and their Invitees.
- 2.2.2. Lot Owners, Occupiers, and Invitees must not:
 - 2.2.2.1. damage or interfere with any structure, building services, shrub, plant, tree or garden, or deposit rubbish or waste material on or in the Common Property, or in any way obstruct the lawful use of the Common Property;
 - 2.2.2.2. without the prior approval in writing of the Corporation, mark, paint, erect or construct any permanent structure or service infrastructure on the Common Property;
 - 2.2.2.3. damage or deface any existing structure, facilities or service infrastructure that forms part of the Common Property;
 - 2.2.2.4. use any portion of the Common Property for their exclusive use as a garden or parking area or otherwise;
 - 2.2.2.5. display any advertisement, sign or hoarding on any part of the Common Property;
 - 2.2.2.6. dispose of any rubbish on Common Property other than in bins or receptacles intended and set aside for the purpose;
 - 2.2.2.7. deface, paint, write, cut names or letters or make marks on or fix signs or bills, advertisements or graffiti to any part of the Building or the Common Property;
 - 2.2.2.8. fail to comply with any reasonable direction or request from the Corporation in relation to use of the Common Property;
 - 2.2.2.9. unlawfully attempt to exclude the public from any section of the Common Property;
 - 2.2.2.10. play any game on Common Property so as to interfere with safety or comfort of any other person on Common Property;
 - 2.2.2.11. sing, busk or play a musical instrument on Common Property;
 - 2.2.2.12. repair, wash, paint, panel-beat or otherwise work on any motor vehicle except in an area specifically set aside for that purpose (if any) provided that this clause will not extend to emergency repairs in the case of vehicle breakdown;
 - 2.2.2.13. store, keep or park any unregistered or un-roadworthy vehicle on any part of the common property or area designated as visitor carpark;
 - 2.2.2.14. store, keep or park any boat, caravan or trailer on any part of the common property or area designated as visitor carpark;
 - 2.2.2.15. preach to or harangue other people;

- 2.2.2.16. obstruct any footpath, road or walkway;
- 2.2.2.17. use or occupy any caravan, trailer or other vehicle on the Common Property for sleeping or otherwise as a place of habitation;
- 2.2.2.18. be inadequately clothed when on Common Property;
- 2.2.2.19. use any language or behave in a manner likely to cause offence or a nuisance to others;
- 2.2.2.20. fail to comply with any speed limits posted by the Community Corporation; or
- 2.2.2.21. fail to comply with any rules issued by the Corporation concerning use of the Common Property.
- 2.2.3. No fence, barrier, dwelling, storage shed, garage, carport, nor any other structure shall be erected upon or within the Common Property.
- 2.2.4. Lot Owners, Occupiers, and Invitees must notify the Corporation of any damage to or defect in the Common Property immediately on becoming aware of it.
- 2.2.5. The Corporation may:
 - 2.2.5.1. erect and maintain any sign on the Common Property which displays parking restrictions, speed limits or access requirements in relation to the Common Property; and
 - 2.2.5.2. (subject to clause 11) charge Lot Owners on a regular basis for costs and expenses incurred in the administration, management, control, maintenance, and repair of the Common Property.

2.3. Use and Enjoyment of Community Lots

- 2.3.1. A Lot Owner, Occupier or Invitee must:
 - 2.3.1.1. not use any lot for any non-residential purpose;
 - 2.3.1.2. use the Lot in accordance with the Development Act 1993;
 - 2.3.1.3. pay all rates, taxes, insurances and other outgoings in relation to the Lot as they fall due;
 - 2.3.1.4. not create any undue noise, disturbance or undertake any activity or behaviour which is likely to interfere with the quiet enjoyment of other Lot Owners or Occupiers and in particular, ensure that noise emissions from the relevant Lot are kept to a level where they will not disturb neighbouring Lot owners or Occupiers, in particular (but without limitation) between the hours of 11 midnight and 7 am;
 - 2.3.1.5. be adequately clothed when visible from another Lot or from the Common Property and must not undertake any lewd or objectionable behaviour likely to cause offence to other Lot Owners, Occupiers or Invitees; or
 - 2.3.1.6. not bring objects or materials onto a Lot of a kind which are likely to cause justified offence to other members of the Corporation community or store on any Lot any dangerous explosive or noxious substances (other than normal household chemicals, gases and fuels);
 - 2.3.1.7. not without prior written consent of the Corporation (which may be given, withheld or withdrawn at any time as the Corporation sees fit):

- 2.3.1.7.1. change the use or character of a Lot; or
- 2.3.1.7.2. cause, permit or allow any loud noise or music from a Lot or from the Common Property so as to disturb or be a nuisance to Occupiers of other Lots; or
- 2.3.1.7.3. hang any washing, towels, bedding, clothing, or other articles on any part of the Lot in such a way as to be visible from outside the building; or
- 2.3.1.7.4. erect or affix radio or television aerials or antennae to the outside of its Lot or the building;
- 2.3.1.7.5. store, keep or park any unregistered or un-roadworthy vehicle on any part of a community lot (except within an enclosed garage);
- 2.3.1.7.6. store, keep or park any boat, caravan or trailer on any part of a community lot (except within an enclosed garage)
- 2.3.1.8. allow free access in or on the Lot (at reasonable times) to the Corporation and its contractors for maintenance, repair or replacement of any common service infrastructure shared between the Lots;
- 2.3.1.9. not, without the prior written approval of the Corporation erect or display any signs on a Lot other than:
 - 2.3.1.9.1. during development of a Lot (and then only the display of signs required under the Building Work Contractors Act 1995); or
 - 2.3.1.9.2. where an advertising sign is associated with the sale of a Lot;
- 2.3.1.10. at all times maintain and keep improvements on or within a Lot clean and tidy and in a good state of repair and condition including (without limitation):
 - 2.3.1.10.1. keeping gutters and downpipes clear and free of leaves or other debris;
 - 2.3.1.10.2. repainting as necessary;
 - 2.3.1.10.3. replacing or repairing damaged or decaying materials; and
 - 2.3.1.10.4. replacing or repairing broken or cracked windows and doors;
 - 2.3.1.10.5. properly servicing, maintaining and repairing air-conditioning systems which exclusively service the Lot (even if the whole or a part of the air-conditioning equipment is located on or in Common Property);
 - 2.3.1.10.6. ensuring that landscaping is kept neat and tidy and free of rubbish;
- 2.3.1.11. comply with reasonable requirements or orders of the Corporation in relation to upkeep and maintenance;
- 2.3.1.12. where fencing between two or more Community Lots is in need of replacement, ensure that it will be replaced by fencing of the same type, design, height and colour, and paid for in accordance with the relevant provisions of the *Fences Act 1975* (SA);
- 2.3.1.13. store garbage within the area set aside for rubbish bin storage on common property in an appropriate container which prevents the escape of unpleasant odours;
- 2.3.1.14. leave garbage bins (for emptying at the appropriate times), in the location allocated for the relevant Lot;
- 2.3.1.15. comply with all statutory requirements in relation to the disposal of garbage; and

- 2.3.1.16. ensure that their invitees are aware of these By-Laws and ensure that their Invitees do not engage in (or desist from) any conduct which is in breach of these By-Laws.

3. Corporation's Obligation to Maintain Common Property

3.1. The Corporation must:

- 3.1.1. keep the Common Property in generally in a state of good and serviceable repair including without limitation the building, plant, equipment, roadway surfaces, paving, footpaths and lighting;
- 3.1.2. properly maintain all chattels, services, fixtures and fittings held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or its enjoyment by the Lot Owners or Occupiers or by their Invitees; and
- 3.1.3. properly maintain (if applicable) any gardens and landscaping on the Common Property, and must replant or replace plants where necessary;

and for these purposes, the Corporation may enter into a Corporation Management Agreement with a third party for the provision of services for the benefit of the Lot Owners on behalf of the Corporation.

- 3.2. The Corporation must keep the common services to the Lots in a state of good and serviceable repair and must properly maintain all fixtures and fittings used or intended, adapted or designed for use in connection with the services, or their use by the Lot Owners or Occupiers and for this purpose, may enter into an appropriate contract with a third party for the maintenance and repair of those services.
- 3.3. If any air-conditioning plant and equipment or hot water service unit which exclusively services any particular Lot is located wholly or partly on Common Property, then:
 - 3.3.1. the Owner of that Lot will have free licence from the Corporation for the placement and maintenance of that air-conditioning plant and equipment or hot water service unit on the Common Property; but
 - 3.3.2. the Owner of that Lot will be responsible for and will pay all the running costs and maintenance and repair of that air-conditioning plant and equipment or hot water service unit, and the Corporation will have no liability or responsibility for such maintenance or repair.

4. Structural Additions, Changes and Colours on a Lot

4.1. A person must not without the prior approval of the Corporation:

- 4.1.1. make any structural changes or additions on or to a Lot; or
- 4.1.2. substantially change the colours of external finishes or the external appearance of a Lot.

- 4.2. Additions and alterations must be harmonious and sympathetic to the standard and design of the community development as a whole and subject to the approval of the corporation and council.

4.3. A Lot Owner must maintain its Lot:

- 4.3.1. in accordance with the Development Plan of the local Council;
- 4.3.2. in accordance with the Development Approval of the local Council annexed to the Scheme Description (if applicable);
- 4.3.3. in accordance with the Development Act 1993; and

4.3.4. not in breach of these By-Laws and;

4.3.5 in accordance with the encumbrance

- 4.4. If a Lot Owner or any tradesperson, builder or contractor engaged by the Lot Owner, during the course of construction of any Development, causes any damage to the Common Property as a result of the Development works, then the Lot Owner must repair that damage forthwith and make good the Common Property, using materials of a like or similar quality that were installed prior to the damage occurring, and will effect those repairs to a building industry code standard of construction in accordance with the Development Plan of the local Council and the Development Approval of the local Council.

5. Limitation on Keeping Pets

- 5.1. Subject to other parts of this clause 5 or to any approval in writing by the Corporation in respect of any particular animal or any particular circumstances, a Lot Owner will not be entitled to keep any bird, animal or other pet on a Lot or on the Common Property.
- 5.2. Dogs and cats (not exceeding 8 kilos in weight and not exceeding 1 in total per Lot) may be kept by Lot Owners PROVIDED THAT the prior written consent of the Corporation is first obtained by the Lot Owner for that animal.
- 5.3. Animals or birds (if approved) must be properly maintained under the physical care and control of the relevant Lot Owner and must not injure or disturb the quiet enjoyment of other Lot Owners or Occupiers.
- 5.4. The Corporation may by written notice require a Lot Owner to permanently remove any pet (which is the subject of repeated complaints) from a Lot.
- 5.5. An Owner of an animal must immediately remove from the Common Property or another Lot any excrement or other deposit of waste caused by the animal, and must repair any damage to, or loss or property caused by their animal on or to the Common Property or another Lot.
- 5.6. The keeping of pets must otherwise comply with any conditions set from time to time by the Corporation.
- 5.7. Clauses 5.1, 5.2, and 5.4 above shall not however apply to Occupiers, Proprietors or persons lawfully upon the Common Property or Lots who suffer a disability and require the assistance of a dog specifically trained to aid them in respect of that disability.

6. Use of Roadways and Common Area Parking

- 6.1. Where there are car parking spaces on the Common Property, then in the event of unauthorised use of the Common Property car parking spaces (whether by a Lot Owner, Occupier or any other person), the Corporation will be entitled to impose fines for unauthorised parking as set out in clause 10.8 and the Community Corporation may impose time limits and other restrictions on the use of the visitor carparks on common property as set out in Clause 11.

6.2. A Lot Owner, Occupier or Invitee will not:

- 6.2.1. in any way obstruct vehicular or pedestrian traffic on the Common Property;
- 6.2.2. park a motor vehicle on the Common Property except on a part of the Common Property set aside for the parking of motor vehicles (and then only by arrangement with the Corporation);
- 6.2.3. drive a motor vehicle on the Common Property except on a roadway established for use by motor vehicles; or
- 6.2.4. while driving a vehicle on the Common Property, fail to comply with the Corporation's displayed regulated speed limit.
- 6.2.5. store, repair or maintain vehicles on any part of the common property or carparking area except the extent necessary to remove the vehicle.
- 6.2.6. use any part of the common property for the storage or display of materials or goods including waste products or refuse.
- 6.2.7. hinder or otherwise obstruct vehicles lawfully on the common property for the purposes of collecting garbage.

6.3. Road Traffic Act 1961

A person driving a vehicle on the Common Property must comply with the rules applicable under the *Road Traffic Act 1961* to the driving of a vehicle on a public road.

6.4. Use of skate boards etc

No Lot Owner, Occupier or Invitee may ride (or permit to be ridden) a skate board, roller skates, in-line skates or other similar device on the Common Property unless authorised to do so by the Corporation.

7. **Prohibition of disturbance**

A Lot Owner, Occupier or Invitee must:

- 7.1. not engage in conduct which unreasonably disturbs the occupier of another Lot or others who are lawfully on a Lot or the Common Property; and
- 7.2. ensure, as far as practicable, that their Invitees do not engage in conduct that unreasonably disturbs the occupier of another Lot or others who are lawfully on a Lot or the Common Property.

8. **Insurance**

- 8.1. The Corporation will effect and maintain insurances as required by the Act.
- 8.2. Lot Owners will insure their own furniture fittings, equipment and goods.
- 8.3. Each Lot Owner will maintain public risk insurance for amounts of at least \$10,000,000.00 in respect of any one event (or such higher cover as the Corporation may determine).
- 8.4. The Corporation may at any time require evidence be provided by each Lot Owner of these insurances.
- 8.5. No Lot Owner, Occupier or Invitee will:
 - 8.5.1. void any insurance; or

- 8.5.2. increase the premium payable for any insurance; maintained by the Corporation.

9. Community Corporation To Supply Water

- 9.1. The Community Corporation will supply each Community Lot with potable water under a private water supply agreement, the form of which will be as prescribed by the Community Corporation.
- 9.2. The potable metered water connection will be connected to private water reticulation system installed within the Common Property and will provide water supply to each Community Lot.
- 9.3. Each dwelling on its respective Lot will be fitted with a private water meter that will incorporate a radio module for remote meter reading.
- 9.4. The private water meters will be read by a contractor engaged by the Community Corporation to do so and individual accounts will be raised and levied on each respective Community Lot for the water usage attributable to the Lot.
- 9.5. Water usage will be billed to the respective Community Lots by the Community Corporation at the SA Water rate per unit of water prescribed at the time.
- 9.6. The cost of reading the meters and generation of accounts by the contractor will be paid by the Community Corporation from the Community Corporation's administration fund.

10. General provisions

10.1. Management and Advisers

The Corporation may retain the services of independent contractors, advisers or consultants in relation to matters affecting the Community Scheme as a whole, its Common Property and its management and administration. The cost will be recoverable from Lot Owners.

10.2. Easements

Where any part of the Common Property or of a Lot is subject to a registered easement, the Corporation, Lot Owners, Occupiers and Invitees (as appropriate) will comply at all times with the requirements or restrictions caused by that easement, and will not interfere with the grantee's exercise of rights under it.

10.3. Tenants to Have Notice of these By-Laws

A copy of these By-Laws (or a précis approved by the Corporation) will be given to each lessee or other occupier of the Lot (other than the Owner).

10.4. Corporation May Inspect Lots

- 10.4.1. The Corporation (and its servants, agents and contractors) will on giving one (1) day's notice) be permitted enter and inspect any Lot and to test electrical, gas or water installations or equipment, repair leakages or other defects in such installations or equipment (at the Owner's expense if leakages or defects were due to the act or default of the Owner).
- 10.4.2. The Corporation and its servants, agents and contractors will in exercising these powers cause as little disturbance or interference to the Owner or occupier as reasonably possible in the circumstances.

10.5. Changes in Ownership

Any change in ownership of a Lot or address of a Lot Owner must be notified to the Corporation.

10.6. Contact Details

A Lot Owner must notify the Corporation:-

- 10.6.1. of the Lot Owner's telephone and any facsimile contact number;
- 10.6.2. of the telephone and any facsimile contact numbers of any Occupier of the lot where the occupier is not the Lot Owner;
- 10.6.3. of any change in the address, telephone and facsimile contact numbers of the Lot Owner or occupier of the lot; and
- 10.6.4. immediately of any change in the occupancy of the Lot.

10.7. Notice Of Accidents Or Defects And Repairs

A Lot Owner or Occupier must give the Corporation prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to their knowledge and the Corporation shall have authority by its agent's or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the Common Property as often as may be necessary.

10.8. Offences

- 10.8.1. A person who contravenes or fails to comply with a provision of these By-Laws is guilty of an offence. Maximum penalty: \$500 or such greater amount as is prescribed by the Act or its Regulations.
- 10.8.2. The Corporation will be entitled to impose fines for offences as it sees fit, and as provided for in the Act or its Regulations.

11. Rules

- 11.1. The management committee of the Corporation, subject to Clause **Error! Reference source not found.** below, has the power to make such rules as it considers necessary to ensure that Lot Owners and Occupiers have proper use and enjoyment

of their Lot and the Common Property. Such rules will be enforceable by the Corporation as if they formed part of these By-laws.

12. Recovery of Amounts Due

- 12.1. Amounts owing to the Corporation will be paid by the relevant owner promptly on demand by the Corporation and will be recoverable as a debt.
- 12.2. The Corporation may recover from owners (on a full indemnity basis) any legal or other costs charges or expenses incurred in recovering debts due by an owner.
- 12.3. The Corporation may charge interest, at the rate determined by the Corporation, on any amounts due by a Lot Owner but unpaid for 7 days after becoming due. Such interest to be computed from the due date until payment is made in full.
- 12.4. In the event of default by the Lot Owner in payment on the due date of any money under these By-Laws, the Lot Owner will on the written request of the Corporation grant to the Corporation a registered mortgage under the provisions of the Real Property Act 1886, containing the terms and conditions requested by the Corporation, which mortgage will charge the Lot Owner's interest in the relevant Lot with payment of the money owed by that Lot Owner.
- 12.5. The Lot Owner will, in the event of a mortgage being requested by the Corporation, pay to the Corporation the reasonable expenses of and incidental to the preparation, execution, stamping and registration of that mortgage.
- 12.6. The Lot Owner acknowledges that the Corporation will be entitled, by virtue of this By-Law 12, to lodge a caveat against the certificate(s) of title for the relevant Lot, giving notice of the provisions of this By-Law 12.
- 12.7. Subject to the provisions of this By-Law 12, the provisions of the Law of Property Act 1936 will apply to this Agreement as if it were a mortgage by deed.

13. Indemnity and Release

A person bound by these By-Laws will:

- 13.1. indemnify and hold harmless the Corporation from and against all or any actions, claims, demands, losses, damages, costs and expenses which the Corporation will or may become liable for in respect of or arising out of any loss or injury (personal or in respect of property) suffered by any person in on or about the Lot or Common Property except and to the extent that the loss or injury was caused or contributed to by the negligence of the Corporation;
- 13.2. occupy, use and keep the Lot at the risk in all things of the Lot Owners, and the Lot Owner hereby releases to the full extent permitted by Law the Corporation from any accident, damage or injury occurring thereon (and on Common Property) except and to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Corporation or its servants or agents.

14. Waiver

No waiver by the Corporation of one breach of any By-Law, obligation or provision herein contained or implied will operate as a waiver of another breach of the same or any other By-Law, obligation or provision.

15. Notice

Any notice required to be served under these By-Laws will be sufficiently served on the Lot Owner if left on the Lot addressed to the Lot Owner or if addressed to the Lot Owner at the last known address of the Lot Owner and forwarded by pre-paid post. If a notice is given by post it would be deemed to be served at the time when in the ordinary course of post it would have been delivered at the address to which it was sent.

16. Severance

If any By-Law or any part of these By-Laws cannot be given full legal force and effect for any reason, then that By-Law or part By-Law (as the case may be) will be severed, ignored or read down restrictively but so as to maintain and uphold as far as possible the remaining By-Laws.

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Orig. **LF 12757041**



12:14 30-Jun-2017
4 of 4

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
PURPOSES ONLY**

278

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4	LF:3

AGENT CODE

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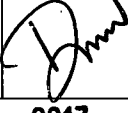
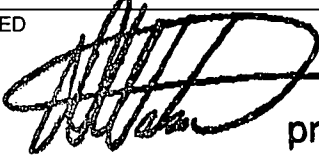

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CORRECTION TO: PINKSTERBOER
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SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

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PICK-UP NO.	
CP	
D WATSON CP41009	
CORRECTION 11.7.17	PASSED 
FILED  pro	13 JUL 2017  REGISTRAR-GENERAL

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

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SCHEME DESCRIPTION
DEVELOPMENT NO: 211/C139/16

COMMUNITY SCHEME DESCRIPTION

(Community Strata Plan)

365a Marion Road Plympton SA 5038


COMMUNITY CORPORATION No. 41009 INCORPORATED

Developer: Rivergum Land Holdings No.5 Pty Ltd A.C.N.144 060 588
of 387-391 South Road Mile End South SA 5031

CERTIFICATE

**Certificate as to preparation of Scheme Description, By-laws or
Development Contracts**

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


Gavin Scott Pinksterboer
Registered Conveyancer
141 Henley Beach Road Mile End SA 5031

220

TO MENSVILLE

THIS SCHEME DESCRIPTION SHOULD BE READ IN CONJUNCTION WITH THE BYLAWS FOR THE
DEVELOPMENT AND THE COMMUNITY TITLES ACT AND REGULATIONS 1996 AS AMENDED.

SCHEME DESCRIPTION INDEX

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ANNEXURES

- A Development Plan Consent No 211/C139/16(Community Strata)
- B Land Use Approval 211/1430/2015

1. PURPOSE OF THE SCHEME DESCRIPTION

- 1.1. This Scheme Description has been prepared for the development at *Allotment 2 in DP 79933* being the land at *365A Marion Road Plympton SA 5038*.
- 1.2. Its purpose is to provide a brief description of the nature of the scheme to which the City of West Torrens **[The Council]** has given its consent, and is for the benefit of persons considering purchasing or entering into any other dealing with a lot created by this scheme.
- 1.3. Although the Act stipulates that the Bylaws must be consistent with the terms of this Scheme Description, this Scheme Description must be read in conjunction with the Bylaws for the development.
- 1.4. Should Persons considering purchasing, or entering into any other dealing with a Lot created by this scheme have any doubts as to the meaning or intent of the Scheme Description or Bylaws, they should obtain independent professional advice before entering into that contract.

2. THE LAND

- 2.1. The subject land of the Proposed Community Title Application comprises *Allotment 2* situated at *365a Marion Road Plympton SA 5038* and being the whole of the land comprised in Certificate of Title Register Book Volume 6029 Folio 37

3. THE COMMUNITY PARCEL, LOTS & COMMON PROPERTY

The Land is to be divided into:

- 3.1. TEN (10) Community Strata Lots and Common Property ;
- 3.2. as shown in the Plan of Community Strata that has been registered by the Lands Titles Office

4. THE DEVELOPMENT

- 4.1. The developer has developed the Community Strata Lots and Common property, and constructed a two storey residential flat building on the land in accordance with the Community Division Approval Number 211/C139/16 and Land Use Approval Number 211/1430/2015 issued by the City of West Torrens attached to this scheme description at Annexure A and B.

5. USE OF THE COMMUNITY LOTS AND COMMON PROPERTY

- 5.1. All community strata lots will be used solely for Residential purposes subject to Council's consent.
- 5.2. No further division of a Community Lot or Common Property will be permitted.

- 5.3. The Common Property will be used by the Lot owners/occupiers and general public as free and unrestricted access to the Community Lots and to accommodate the service infrastructure.
- 5.4. The Common Property will be maintained by the Community Corporation in accordance with the Bylaws for the Development.
- 5.5. No fence, barrier, dwelling, storage shed, garage, carport nor any other structure will be erected upon or around the Common Property.

6. THE DEVELOPER'S OBLIGATIONS TO DEVELOP THE COMMUNITY STRATA LOTS

The Developer has completed the development of the Community Strata Lots to the extent required to satisfy the Council's conditions of approval for the Community Division.

7. THE DEVELOPER'S OBLIGATIONS TO DEVELOP COMMON PROPERTY

The Developer has completed the development of the Community Common to the extent required to satisfy the Council's conditions of approval for the Community Division.

8. COMMUNITY CORPORATION TO SUPPLY WATER

- 8.1. The Community Corporation will supply each Community Lot with potable water under a private water supply agreement.
- 8.2. On the Common Property, SA Water will install a water connection and meter for potable water and the Community Corporation will be billed for the charges and water use attributed to the water supply to each connection.
- 8.3. The potable metered water connection will be connected to private water reticulation systems installed within the Common Property and will provide water supply to each Community Lot.
- 8.4. Each Lot will be fitted with a private water meters that will incorporate a radio module for remote meter reading.
- 8.5. The private water meters will be read by a contractor engaged by the Community Corporation to do so and individual accounts will be raised and levied on each respective Community Lot for the water usage attributable to the Lot.
- 8.6. Water usage will be billed to the respective Community Lots by the Community Corporation at the SA Water rate per unit of water prescribed at the time.
- 8.7. The cost of reading the meters and generation of accounts by the contractor will be paid by the Community Corporation from the Community Corporation's sinking fund.

9. RUBBISH COLLECTION

The Community Corporation will engage a private waste collection contractor in accordance with the conditions set out in Development Approval 211/1430/2015

10. CONDITIONS OF THE DEVELOPMENT PURSUANT TO LEGISLATION

Notwithstanding any of the conditions imposed upon the Developer by this document, the division of the Land by Community Title and the construction of any improvements upon the Land and all other things necessary to fulfill the conditions contained within this document are subject to conditions imposed by the Development Act 1993, The Community Titles Act 1996 and the Real Property Act 1886.

11. DEFINITIONS

In this Scheme Description:-

- 11.1. "the Act" means the Community Titles Act 1996;
- 11.2. "Bylaws" means the Bylaws filed by the Registrar General in the Lands Titles pursuant to the Community Titles Act 1996;
- 11.3. "Common Property" has the same meaning as in the Community Titles Act 1996;
- 11.4. "Community Corporation" has the same meaning as in the Community Titles Act 1996;
- 11.5. "Community Lot" means a Lot as shown in the Primary Plan;
- 11.6. "Community Parcel" has the same meaning as in the Community Titles Act 1996;
- 11.7. "Developer" means Rivergum Land Holdings No.5 Pty Ltd A.C.N.144 060 588 of 387-391 South Road Mile End SA 5031
- 11.8. "Land" means the whole of the land described in Clause 2;
- 11.9. "Lot" means a Community Strata Lot;
- 11.10. 'Occupier' of a Lot includes, if the Lot is unoccupied, the owner of the Lot;
- 11.11. reference to the 'Regulations under the Act' means the Community Titles Act Regulations 1996;
- 11.12. the singular includes the plural and vice versa;
- 11.13. reference to the masculine includes the feminine and includes a firm, a body corporate and Association or an Authority;

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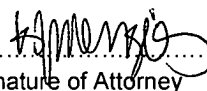
SCHEME DESCRIPTION
DEVELOPMENT NO: 211/C139/16

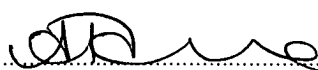
12. EXECUTION BY THE DEVELOPER

Dated this 27th day of February 2016

Signed by Marc Kristan Taintey /
Kelly Jane Menzies
of 387 – 391 South Road
Mile End South SA 5031

) As Attorney for RIVERGUM LAND HOLDINGS No.5 Pty Ltd
)

) Power of Attorney 
) No. 12608426 Signature of Attorney



Signature of WITNESS - Signed in my presence by the ATTORNEY
who is either personally known to me or has satisfied me as to his or her identity.*

Amanda Dawe
Print Full Name of Witness

387-391 South Road, Mile End South 5031
Address of Witness

Business Hours Telephone Number... 8150 6067

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SCHEME DESCRIPTION
DEVELOPMENT NO: 211/C139/16

13. DEVELOPMENT AUTHORITY'S CONSENT

Endorsement by the Relevant Authority under Section 45A of the Development Regulations 1993:

1/ All the consents or approvals required under the Development Act 1993 in relation to the Division of the land and change of land use (if any) in accordance with this Scheme Description and the relevant plan of Community Division under the Community Titles Act 1996 have been granted.

OR*

~~No consent or approval is required under the Development Act 1993 in relation to the division of the land (or change in land use of the land) in accordance with this Scheme Description.~~

2/ This endorsement does not limit a relevant authority's right to refuse, or to place conditions on, development authorisation under the Development Act 1993 in relation to any other development envisaged by this Scheme Description.

(* Delete that which does not apply)

CITY OF WEST TORRENS.

PER

A. Kelly

Signature of Authorised Officer

*City Development
and Planning
Coordinator*

ANTHONY KELLY

Name of Authorised Officer

10/7/2017

Date of Consent

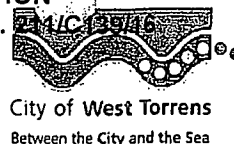
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SCHEME DESCRIPTION
DEVELOPMENT NO: 211/C139/16

ANNEXURE A

Development Approval 211/C139/16

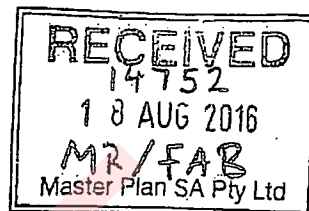
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DECISION NOTIFICATION FORM

Development Act 1993 – Regulation 42

RIVERGUM HOMES PTY LTD
C/ MASTERPLAN SA PTY LTD
33 Carrington St
ADELAIDE SA 5000



DEVELOPMENT NUMBER: 211/1430/2015

Dated: 1 December 2015

Registered on: 1 December 2015

Location of Proposed Development

Address: 365A Marion Road, PLYMPTON SA 5038

Plan and Lot: D79933 Lot 2

Certificate of Title: CT-6029/37

Nature of Proposed Development

Construction of a two Storey Residential Flat Building comprising ten (10) dwellings and detached carport (25.1m x 5.6m x 3.3m max height) and associated landscaping

In respect of this proposed development you are informed that:

Nature of Decision	Date	Conditions
DEVELOPMENT PLAN CONSENT	9 AUGUST 2016	21
BUILDING RULES CONSENT	Still Required	
DEVELOPMENT APPROVAL	Still Required	

1 representation(s) from third parties concerning your Category 2 proposal were received

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 the land until you have also received notification of a Development Approval.

Date of Decision: 9 August 2016

Janine Lennon
Authorised Officer
City Development
City of West Torrens

PLANNING CONDITIONS 211/1430/2015

The following information shall be submitted for further assessment and approval by the City of West Torrens as reserved matters under Section 33(3) of the *Development Act 1993*:

- A. The Applicant, Rivergum Homes, shall enter into an Affordable Housing Land Management Agreement with Renewal SA to ensure that the criteria established within the Gazette Notice issued under the *South Australian Housing Trust Regulations 2010* in relation to 'affordable housing' is met. The Affordable Housing Land Management Agreement must be prepared and executed, with a copy provided to the Council, prior to the issue of Development Approval.

COUNCIL CONDITIONS

1. Except where minor amendments may be required by other relevant acts, or by conditions imposed by this application, the development is to be established in strict accordance with the endorsed stamped details and plans submitted in Development Application 211/1430/2015. All works shall be completed to the reasonable satisfaction of Council prior to the occupation and/or use of the development.
2. That the carport approved herein shall not be enclosed and shall be kept as an open structure at all times. For this purpose, any works to enclose the sides, rear or front (including a roller/panel-lift door) shall require a separate application to Council.
3. That all stormwater design and construction shall be in accordance with Australian Standards and recognised engineering best practices to ensure that stormwater does not adversely affect any adjoining property or public road and for this purpose stormwater drainage shall not at any time:-
 - a) Result in the entry of water into a building; or
 - b) Affect the stability of a building; or
 - c) Create unhealthy or dangerous conditions on the site or within the building; or
 - d) Flow or discharge onto the land of an adjoining owner; and not flow across footpaths or public ways.

Stormwater detention, re-use and/or water quality measures shall be implemented in accordance with engineering calculations and design drawing(s) provided by Intrax Consulting Engineers Pty Ltd (Job Number 73829 dated 9 November 2015).

4. That all driveways, parking and manoeuvring areas shall be formed (surfaced with concrete, bitumen or paving) and properly drained, and shall be maintained in a reasonable condition at all times.
5. Vehicle access ways and carparking spaces shall be kept free of obstructions at all times.
6. That directional signs not exceeding 0.2 square metres shall be erected at the eastern end of the herein approved carport to indicate the location of visitor parking. The sign shall advise that parking is prohibited on (nominated) waste collection days.
7. That driveways, carparking spaces, manoeuvring areas and landscaping areas shall not be used for storage or display of materials or goods including waste products and refuse.
8. A 2.5m (min) length of the existing corrugated iron fence located at the western end of the southern boundary shall be removed and replaced with open chain mesh fencing.

Works undertaken shall be consistent with the recommendations contained within the GTA Consultants report dated 16 May 2016 (*ref: GTA 15A1291000*).

9. All waste collection shall be undertaken completely on private property by a private contractor. Refuse collection vehicles shall not exceed a length of 7.4 metres.
10. That the approved waste disposal facilities and waste enclosure shall be installed and be made operative prior to occupation of the development.
11. That all landscaping shall be planted in accordance with the approved plans prior to the occupancy of the development. Any person(s) who have the benefit of this approval shall cultivate, tend and nurture the landscaping, and shall replace any landscaping which may become diseased or die.
12. That the upper level windows of the dwellings will be provided with fixed obscure glass to a minimum height of 1.7 metres above the upper floor level to minimise the potential for overlooking of adjoining properties, prior to occupation of the building. The glazing in these windows will be maintained in reasonable condition at all times.
13. Council requires one business day's notice of the following stages of building work:
 - Commencement of building work on site
 - Commencement of placement of any structural concrete
 - Completion of wall and roof framing prior to the installation of linings
 - Completion of building work

Note:

When a building-owner gives notice for the commencement of building work, they shall advise Council of the relevant person, (name, address and telephone number) who will provide the Statement of Compliance required under regulation 83AB.

The relevant person must be:

- The licensed building contractor who performed the work, or
- A registered building work supervisor, private certifier or registered architect.

Commissioner of Highways Conditions

The following conditions are imposed at the request of the Commissioner of Highways (ref: 2016/00229/01, dated 22/04/2016)

1. Access to Marion Road shall be constructed in accordance with Rivergum Homes, Preliminary Concept Plan, Sheet 1, Issue 5, dated 31/7/15.
2. The access point shall be suitably flared to Marion Road to allow convenient ingress and egress movements in order to minimise disruption to the free flow of traffic.
3. All waste collection shall be undertaken completely on private property. Sufficient area shall be provided to ensure commercial vehicles can achieve forward entry and exit movements.
4. Pedestrian sightlines at the access shall be in accordance with AS/NZS2890.1:2004.
5. All landscaping located along the shared driveway shall be low growing and shall be trimmed on an as needs basis so as not to restrict driver sightlines along the driveway to/from the access point.

6. The shared access and internal manoeuvring areas shall be clear of all obstructions including meters, letterboxes, landscaping and visitor parking.
7. All vehicles shall enter and exit the site in a forward direction.
8. All stormwater generated by the development shall be appropriately collected and disposed of without entering or jeopardising the safety of the adjacent arterial road network

Notes:

- 1) If you are building up to a common boundary, you are strongly encouraged to consult with the adjoining property owner before commencing any work.

Section 5 of the Fences Act, 1975 requires you to give formal notification to, and consult with, the adjoining property owner if you are replacing an existing fence or building a freestanding wall along the common boundary that would, for all purposes, be a dividing fence. A wall that forms part of a building to be located along the boundary is also subject to this formal requirement.

- 2) It is highlighted that any existing crossing places not providing vehicle access on the approved plans shall be closed off to Council's requirements and any new or modified crossing places shall be constructed to Council's requirements. New vehicle crossing places shall be located a minimum of 1000mm from any existing or proposed verge features (ie: crossing places, stormwater connections, stobie poles) and a minimum of 2000mm from any existing street tree (unless approval is granted by Council for a closer offset).

An "Application to Construct a Vehicular Crossing Place(s) Across Council Land" is required to be lodged (including payment of lodgement fee) and approved by Council's City Assets Department prior to the undertaking of any works. Council's crossing place and reinstatement design details are contained within this application.

- 3) It is highlighted that any existing stormwater drainage connection(s) not required on the approved plans shall be removed to Council's requirements and any new or modified stormwater drainage connection(s) shall be constructed to Council's requirements. New stormwater drainage connection(s) shall be located a minimum of 1000mm from any existing or proposed verge features (ie: crossing places, stormwater connections, stobie poles) and a minimum of 2000mm from any existing street tree (unless approval is granted by Council for a closer offset).

An "Application to Connect a Stormwater Drain(s) Across Council Land" is required to be lodged (including payment of lodgement fee) and approved by Council's City Assets Department prior to the undertaking of any works. Council's stormwater connection design details are contained within this application.

- 4) It is highlighted that any new or modified underground consumer mains connection(s) with the road reserve shall be constructed to Council's requirements.

An "Application for Permission to Lay Underground Consumer Mains within Council Land" is required to be lodged (including payment of lodgement fee) and approved by Council's City Assets Department prior to the undertaking of any works. Relevant requirements and design details are contained within this application.

- 5) The cost of rectifying any conflict with existing Council infrastructure arising out of this development will be borne by the applicant.
- 6) No street trees are to be removed without prior approval from Council and shall be replaced at the applicant's expense to the satisfaction of Council.
- 7) Any access over or works undertaken on Council owned land (including but not limited to works relating to reserves, crossovers, driveways, landscaping, footpaths, street trees and stormwater connections), will require the approval of the Council's City Assets Department. Further information and/or specific details can be obtained by phoning Council on 8416 6333.
- 8) Prior to the commencement of construction of the development herein approved, it is recommended that the applicant employs the services of a licensed Land Surveyor to carry out an identification survey of the subject land and to peg the true boundaries, to ensure that building work will be either on the true boundaries or the specified distance from the true boundaries of the subject land, as the case may be.
- 9) The applicant is reminded of its general environmental duty, as required by Section 25 of the Environment Protection Act, to take all reasonable and practical measures to ensure that the activities on the whole site, including during construction, do not pollute the environment in a way which causes or may cause environmental harm. Refer: http://www.epa.sa.gov.au/xstd_files/Water/Report/building_sites.pdf for additional detail.
- 10) The applicant is reminded that in accordance with the Aboriginal Heritage Act, it is an offence to damage, disturb or interfere with any Aboriginal site, object or remains. The Kurna Nation Cultural Heritage Association Inc is responsible for undertaking heritage surveys in this area, their contact details are:
Darren Wanganeen, Chairperson
c/- Emma Riggs
Camatta Lempens Pty Ltd Lawyers
Phone: (08) 8410 0211
Email: ERiggs@camattalempens.com.au
- 11) Once development approval is granted, the development must be:
 - a) Substantially commenced within twelve (12) months from the date of the decision of this Consent or Approval, otherwise this Consent or Approval will lapse at the expiration of twelve (12) months from this date (unless Council extends this period), and a new development application shall be required;
 - b) Fully completed within three (3) years from the date of the decision of this Approval, otherwise this Approval will lapse at the expiration of three (3) years from this date (unless Council extends this period), and a new development application shall be required; and
 - c) Any request for an extension of time must be lodged in writing with the Council prior to the expiry of the above-mentioned periods.
- 12) Pursuant to Section 86(1)(a) of the Development Act, 1993, you have the right of appeal to the Environment, Resources and Development Court against either (1) a refusal of consent or (2) any condition(s) which have been imposed on a consent. Any such appeal must be lodged with the Court within two (2) months from the day on which you receive this notification or such longer period allowed by the Court.

The Environment, Resources and Development Court is located in the Sir Samuel

Way Building, Victoria Square, Adelaide SA 5000 (GPO Box 2465, Adelaide SA 5001).

Document issue Date 16 August 2016



**Janine Lennon
Authorised Officer
City Development
City of West Torrens**

DRAFT

DECISION NOTIFICATION FORM

Development Act 1993 – Regulation 42

RIVERGUM LAND HOLDINGS NO 5 PTY LTD
C/- PINKSTERBOER DEVELOPMENT CONSULTANTS
141 Henley Beach Rd
MILE END SA 5031

DEVELOPMENT NUMBER: 211/1138/2016

Dated: 27 September 2016

Registered on: 27 September 2016

Location of Proposed Development

Address: 365A Marion Road, PLYMPTON SA 5038

Plan and Lot: D79933 Lot 2

Certificate of Title: CT-6029/37

Nature of Proposed Development:

**Land division - Community Title; DAC No. 211/C139/16 (Unique ID 55525);
Create nine (9) additional allotments**

In respect of this proposed development you are informed that:

Nature of Decision	Date	Conditions
DEVELOPMENT PLAN CONSENT	25 JANUARY 2017	1
LAND DIVISION (COMMUNITY TITLE)	25 JANUARY 2017	3
DEVELOPMENT APPROVAL	25 January 2017	4

(SEE ATTACHED SHEET FOR CONDITIONS OF APPROVAL)

Date of Decision: 25 January 2017



Sonia Gallarello
Authorised Officer
City Development
City of West Torrens

LAND DIVISION REQUIREMENT CONDITIONS

211/1138/2016

DAC No. - 211/C139/16

DEVELOPMENT PLAN CONSENT COUNCIL CONDITIONS:

1. Development is to take place in accordance with the plans prepared by John C Bested And Associates Pty Ltd relating to Development Application No. 211/1138/16 (DAC 211/C139/16) or (DAC 211/C139/16).

DEVELOPMENT ASSESSMENT COMMISSION CONDITIONS:

Nil

LAND DIVISION CONSENT COUNCIL CONDITIONS:

DEVELOPMENT ASSESSMENT COMMISSION CONDITIONS:

1. The financial requirements of SA Water shall be met for the provision of water supply and sewerage services (SA Water H0050423).

An investigation will be carried out to determine if the connection/s to the development will be costed as standard or non-standard.

2. Payment of \$66760 into the Planning and Development Fund (10 allotment/s @ \$6,676/lot).

Payment may be made by credit card via the internet at www.edala.sa.gov.au or by phone (7109 7018), by cheque payable to the Development Assessment Commission marked "Not Negotiable" and sent to GPO Box 1815, Adelaide 5001 or in person, Ground Floor, 101 Grenfell Street, Adelaide.

3. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the Development Assessment Commission for Land Division Certificate Purposes.

Notes:

- a) Pursuant to Section 48 of the Development Regulations 2008, any consent or approval hereby granted will lapse at the expiration of 12 months from the date of the consent or approval.

If an application for a certificate under Section 51 of the Development Act 1993 is not lodged with the Development Assessment Commission within 12 months from the operative date of the consent and/or approval hereby granted, the relevant

consent or approval will lapse at the expiration of three years from the operative date of the consent or approval.

- b) Street numbering for this proposal has not yet been allocated, please contact the City of West Torrens - Rates Department on 8416 6333 for street numbering advice
- c) Pursuant to Regulation 60(4)(b)(ii) Council has no record of when the dwelling/s on site were approved for construction.
- d) The applicant is reminded that in accordance with the Aboriginal Heritage Act, it is an offence to damage, disturb or interfere with any Aboriginal site, object or remains. The Kaurna Nation Cultural Heritage Association Inc is responsible for undertaking heritage surveys in this area, their contact details are:

Darren Wanganeen, Chairperson.
c/- Emma Riggs
Camatta Lempens Pty Ltd Lawyers
Phone: (08) 8410 0211
Email: ERiggs@camattalempens.com.au

Document Issue Date 25 January 2017



Sonia Gallarelo
Authorised Officer
City Development
City of West Torrens

ANNEXURE B

Land Use Approval 211/1430/2015

DRAFT



City of West Torrens

Between the City and the Sea

DECISION NOTIFICATION FORM

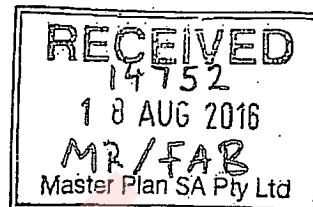
Development Act 1993 – Regulation 42

RIVERGUM HOMES PTY LTD
C/ MASTERPLAN SA PTY LTD.
33 Carrington St
ADELAIDE SA 5000

DEVELOPMENT NUMBER: 211/1430/2015

Dated: 1 December 2015

Registered on: 1 December 2015



Location of Proposed Development

Address: 365A Marion Road, PLYMPTON SA 5038

Plan and Lot: D79933 Lot 2

Certificate of Title: CT-6029/37

Nature of Proposed Development

Construction of a two Storey Residential Flat Building comprising ten (10) dwellings and detached carport (25.1m x 5.6m x 3.3m max height) and associated landscaping

In respect of this proposed development you are informed that:

Nature of Decision	Date	Conditions
DEVELOPMENT PLAN CONSENT	9 AUGUST 2016	21
BUILDING RULES CONSENT	Still Required	
DEVELOPMENT APPROVAL	Still Required	

1 representation(s) from third parties concerning your Category 2 proposal were received

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 the land until you have also received notification of a Development Approval.

Date of Decision: 9 August 2016

**Janine Lennon
Authorised Officer
City Development
City of West Torrens**

PLANNING CONDITIONS 211/1430/2015

The following information shall be submitted for further assessment and approval by the City of West Torrens as reserved matters under Section 33(3) of the *Development Act 1993*:

- A. The Applicant, Rivergum Homes, shall enter into an Affordable Housing Land Management Agreement with Renewal SA to ensure that the criteria established within the Gazette Notice issued under the *South Australian Housing Trust Regulations 2010* in relation to 'affordable housing' is met. The Affordable Housing Land Management Agreement must be prepared and executed, with a copy provided to the Council, prior to the issue of Development Approval.

COUNCIL CONDITIONS

1. Except where minor amendments may be required by other relevant acts, or by conditions imposed by this application, the development is to be established in strict accordance with the endorsed stamped details and plans submitted in Development Application 211/1430/2015. All works shall be completed to the reasonable satisfaction of Council prior to the occupation and/or use of the development.
2. That the carport approved herein shall not be enclosed and shall be kept as an open structure at all times. For this purpose, any works to enclose the sides, rear or front (including a roller/panel-lift door) shall require a separate application to Council.
3. That all stormwater design and construction shall be in accordance with Australian Standards and recognised engineering best practices to ensure that stormwater does not adversely affect any adjoining property or public road and for this purpose stormwater drainage shall not at any time:-
 - a) Result in the entry of water into a building; or
 - b) Affect the stability of a building; or
 - c) Create unhealthy or dangerous conditions on the site or within the building; or
 - d) Flow or discharge onto the land of an adjoining owner; and not flow across footpaths or public ways.

Stormwater detention, re-use and/or water quality measures shall be implemented in accordance with engineering calculations and design drawing(s) provided by Intrax Consulting Engineers Pty Ltd (Job Number 73829 dated 9 November 2015).

4. That all driveways, parking and manoeuvring areas shall be formed (surfaced with concrete, bitumen or paving) and properly drained, and shall be maintained in a reasonable condition at all times.
5. Vehicle access ways and carparking spaces shall be kept free of obstructions at all times.
6. That directional signs not exceeding 0.2 square metres shall be erected at the eastern end of the herein approved carport to indicate the location of visitor parking. The sign shall advise that parking is prohibited on (nominated) waste collection days.
7. That driveways, carparking spaces, manoeuvring areas and landscaping areas shall not be used for storage or display of materials or goods including waste products and refuse.
8. A 2.5m (min) length of the existing corrugated iron fence located at the western end of the southern boundary shall be removed and replaced with open chain mesh fencing.

Works undertaken shall be consistent with the recommendations contained within the GTA Consultants report dated 16 May 2016 (ref: GTA 15A1291000).

9. All waste collection shall be undertaken completely on private property by a private contractor. Refuse collection vehicles shall not exceed a length of 7.4 metres.
10. That the approved waste disposal facilities and waste enclosure shall be installed and be made operative prior to occupation of the development.
11. That all landscaping shall be planted in accordance with the approved plans prior to the occupancy of the development. Any person(s) who have the benefit of this approval shall cultivate, tend and nurture the landscaping, and shall replace any landscaping which may become diseased or die.
12. That the upper level windows of the dwellings will be provided with fixed obscure glass to a minimum height of 1.7 metres above the upper floor level to minimise the potential for overlooking of adjoining properties, prior to occupation of the building. The glazing in these windows will be maintained in reasonable condition at all times.
13. Council requires one business day's notice of the following stages of building work:
 - Commencement of building work on site
 - Commencement of placement of any structural concrete
 - Completion of wall and roof framing prior to the installation of linings
 - Completion of building work

Note:

When a building-owner gives notice for the commencement of building work, they shall advise Council of the relevant person, (name, address and telephone number) who will provide the Statement of Compliance required under regulation 83AB.

The relevant person must be:

- The licensed building contractor who performed the work, or
- A registered building work supervisor, private certifier or registered architect.

Commissioner of Highways Conditions

The following conditions are imposed at the request of the Commissioner of Highways (ref: 2016/00229/01, dated 22/04/2016)

1. Access to Marion Road shall be constructed in accordance with Rivergum Homes, Preliminary Concept Plan, Sheet 1, Issue 5, dated 31/7/15.
2. The access point shall be suitably flared to Marion Road to allow convenient ingress and egress movements in order to minimise disruption to the free flow of traffic.
3. All waste collection shall be undertaken completely on private property. Sufficient area shall be provided to ensure commercial vehicles can achieve forward entry and exit movements.
4. Pedestrian sightlines at the access shall be in accordance with AS/NZS2890.1:2004.
5. All landscaping located along the shared driveway shall be low growing and shall be trimmed on an as needs basis so as not to restrict driver sightlines along the driveway to/from the access point.

6. The shared access and internal manoeuvring areas shall be clear of all obstructions including meters, letterboxes, landscaping and visitor parking.
7. All vehicles shall enter and exit the site in a forward direction.
8. All stormwater generated by the development shall be appropriately collected and disposed of without entering or jeopardising the safety of the adjacent arterial road network

Notes:

- 1) If you are building up to a common boundary, you are strongly encouraged to consult with the adjoining property owner before commencing any work.

Section 5 of the Fences Act, 1975 requires you to give formal notification to, and consult with, the adjoining property owner if you are replacing an existing fence or building a freestanding wall along the common boundary that would, for all purposes, be a dividing fence. A wall that forms part of a building to be located along the boundary is also subject to this formal requirement.

- 2) It is highlighted that any existing crossing places not providing vehicle access on the approved plans shall be closed off to Council's requirements and any new or modified crossing places shall be constructed to Council's requirements. New vehicle crossing places shall be located a minimum of 1000mm from any existing or proposed verge features (ie: crossing places, stormwater connections, stobie poles) and a minimum of 2000mm from any existing street tree (unless approval is granted by Council for a closer offset).

An "Application to Construct a Vehicular Crossing Place(s) Across Council Land" is required to lodged (including payment of lodgement fee) and approved by Council's City Assets Department prior to the undertaking of any works. Council's crossing place and reinstatement design details are contained within this application.

- 3) It is highlighted that any existing stormwater drainage connection(s) not required on the approved plans shall be removed to Council's requirements and any new or modified stormwater drainage connection(s) shall be constructed to Council's requirements. New stormwater drainage connection(s) shall be located a minimum of 1000mm from any existing or proposed verge features (ie: crossing places, stormwater connections, stobie poles) and a minimum of 2000mm from any existing street tree (unless approval is granted by Council for a closer offset).

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- 7) Any access over or works undertaken on Council owned land (including but not limited to works relating to reserves, crossovers, driveways, landscaping, footpaths, street trees and stormwater connections), will require the approval of the Council's City Assets Department. Further information and/or specific details can be obtained by phoning Council on 8416 6333.
- 8) Prior to the commencement of construction of the development herein approved, it is recommended that the applicant employs the services of a licensed Land Surveyor to carry out an identification survey of the subject land and to peg the true boundaries, to ensure that building work will be either on the true boundaries or the specified distance from the true boundaries of the subject land, as the case may be.
- 9) The applicant is reminded of its general environmental duty, as required by Section 25 of the Environment Protection Act, to take all reasonable and practical measures to ensure that the activities on the whole site, including during construction, do not pollute the environment in a way which causes or may cause environmental harm. Refer: http://www.epa.sa.gov.au/xstd_files/Water/Report/building_sites.pdf for additional detail.
- 10) The applicant is reminded that in accordance with the Aboriginal Heritage Act, it is an offence to damage, disturb or interfere with any Aboriginal site, object or remains. The Kaurna Nation Cultural Heritage Association Inc is responsible for undertaking heritage surveys in this area, their contact details are:
Darren Wanganeen, Chairperson
c/- Emma Riggs
Camatta Lempens Pty Ltd Lawyers
Phone: (08) 8410 0211
Email: ERiggs@camattalempens.com.au
- 11) Once development approval is granted, the development must be:
 - a) Substantially commenced within twelve (12) months from the date of the decision of this Consent or Approval, otherwise this Consent or Approval will lapse at the expiration of twelve (12) months from this date (unless Council extends this period), and a new development application shall be required;
 - b) Fully completed within three (3) years from the date of the decision of this Approval, otherwise this Approval will lapse at the expiration of three (3) years from this date (unless Council extends this period), and a new development application shall be required; and
 - c) Any request for an extension of time must be lodged in writing with the Council prior to the expiry of the above-mentioned periods.
- 12) Pursuant to Section 86(1)(a) of the Development Act, 1993, you have the right of appeal to the Environment, Resources and Development Court against either (1) a refusal of consent or (2) any condition(s) which have been imposed on a consent. Any such appeal must be lodged with the Court within two (2) months from the day on which you receive this notification or such longer period allowed by the Court.

The Environment, Resources and Development Court is located in the Sir Samuel

Way Building, Victoria Square, Adelaide SA 5000 (GPO Box 2465, Adelaide SA 5001).

Document issue Date 16 August 2016



**Janine Lennon
Authorised Officer
City Development
City of West Torrens**

DRAFT

30/06/25

SEARCHLIGHT TECHNOLOGY
PO BOX 232
RUNDLE MALL, SA, 5000

Dear Sir/Madam

RE: Community Corporation 41009 Inc.
365A MARION ROAD, PLYMPTON
ABN: 84934308294
Lot: 00005
OWNER: C & L Lailey

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 1010 of a total 10000.

Financial Status of the Lot Owner:

The contribution payable to the Administration Fund is currently \$303.00 per quarter paid to 14/08/25. No GST is included within this contribution.

The contribution payable to the Sinking Fund is currently \$51.00 per quarter paid to 14/08/25. 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 30/06/2025. NEXT CONTRIBUTION IS DUE 15/08/2025.

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

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

IMMEDIATELY PRIOR TO SETTLEMENT.

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

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 Community Corporation 41009 Inc.****

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	\$7,039.55CR
Sinking Fund	\$6,017.60CR (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



Luke Hayden
Strata Manager
luke.hayden@whittles.com.au

WHITTLES MANAGEMENT SERVICES PTY LTD

On behalf of the Corporation 30/06/2025

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 41009 Inc.
365A MARION ROAD, PLYMPTON
Lot: 00005
OWNER: C & L Lailey

Luke Hayden

Admin Fund Statement of Income & Expenditure

COMMUNITY CORP.41009 INC
365A Marion Road PLYMPTON SA 5038
1 August 2023 to 31 July 2024
Printed 11/09/24 09:46

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	13,003.70	12,400.00	603.70	12,399.30
Interest-Contributions arrears	29.65	0.00	29.65	42.75
TOTAL FUND INCOME	13,033.35	12,400.00	633.35	12,442.05
FUND EXPENDITURE				
Audit prep. incl of auditor fee	143.00	140.50	(2.50)	143.00
Common property	0.00	500.00	500.00	778.00
Debt collection fees	88.00	0.00	(88.00)	407.00
Debt collection fees recovery	(176.00)	0.00	176.00	(396.95)
Electrical	0.00	500.00	500.00	247.50
Grounds	1,347.00	1,000.00	(347.00)	975.00
Insurance renewals	2,555.00	4,800.00	2,245.00	4,260.00
Management - Additional services fee	44.00	0.00	(44.00)	0.00
Management - Agreed Services	2,637.00	2,637.00	0.00	2,337.00
Management - Asset Maintenance Services	90.00	90.00	0.00	90.00
Management - Disbursement Fees	856.04	856.00	(0.04)	782.04
Meter reading fee	111.73	140.00	28.27	98.31
Plumbing	0.00	800.00	800.00	0.00
Rubbish	0.00	0.00	0.00	1,689.64
Signage	0.00	0.00	0.00	56.70
Utilities-Electricity	655.52	450.00	(205.52)	420.58
Utilities-Water	0.00	50.00	50.00	28.84
TOTAL FUND EXPENDITURE	8,351.29	11,963.50	3,612.21	11,916.66
FUND SURPLUS (DEFICIT)	4,682.06	436.50	4,245.56	525.39

Admin Fund Statement of Assets & Liabilities

COMMUNITY CORP.41009 INC
365A Marion Road PLYMPTON SA 5038

31 July 2024
Printed 11/09/24 09:46

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	2,357.86	1,832.47
Surplus/(Deficit) For Period	4,682.06	525.39
TOTAL FUNDS	7,039.92	2,357.86
ASSETS		
Cash at Bank (MBL)	7,032.37	2,357.86
Sundry Receivables	7.55	0.00
TOTAL ASSETS	7,039.92	2,357.86
LIABILITIES		
TOTAL LIABILITIES	0.00	0.00
NET ASSETS	7,039.92	2,357.86

Sinking Fund Statement of Income & Expenditure

COMMUNITY CORP.41009 INC
365A Marion Road PLYMPTON SA 5038
1 August 2023 to 31 July 2024
Printed 11/09/24 09:46

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	1,574.00	1,500.00	74.00	1,501.00
TOTAL FUND INCOME	1,574.00	1,500.00	74.00	1,501.00
FUND EXPENDITURE				
TOTAL FUND EXPENDITURE	0.00	0.00	0.00	0.00
FUND SURPLUS (DEFICIT)	1,574.00	1,500.00	74.00	1,501.00

DRAFT

Sinking Fund Statement of Assets & Liabilities

COMMUNITY CORP.41009 INC
365A Marion Road PLYMPTON SA 5038
31 July 2024
Printed 11/09/24 09:46

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	2,807.60	1,306.60
Surplus/(Deficit) For Period	1,574.00	1,501.00
TOTAL FUNDS	4,381.60	2,807.60
ASSETS		
Cash at Bank (MBL)	4,381.60	2,807.60
TOTAL ASSETS	4,381.60	2,807.60
LIABILITIES		
TOTAL LIABILITIES	0.00	0.00
NET ASSETS	4,381.60	2,807.60

Consolidated Statement of Assets & Liabilities

COMMUNITY CORP.41009 INC
365A Marion Road PLYMPTON SA 5038

31 July 2024

Printed 11/09/24 09:46

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	5,165.46	3,139.07
Surplus/(Deficit) For Period	6,256.06	2,026.39
TOTAL FUNDS	11,421.52	5,165.46
ASSETS		
Cash at Bank (MBL)	11,413.97	5,165.46
Sundry Receivables	7.55	0.00
TOTAL ASSETS	11,421.52	5,165.46
LIABILITIES		
TOTAL LIABILITIES	0.00	0.00
NET ASSETS	11,421.52	5,165.46

Notes to the Financial Statements

COMMUNITY CORP.41009 INC
365A Marion Road PLYMPTON SA 5038

31 July 2024

Printed 11/09/24 09:46

Investments

Nil

The following balances relate to amounts received or owing as at 31/07/2024

Receivables - Owner Arrears

Nil

Debtors

Nil

Allocated Advance Payments

Unit/Lot Details	Admin	Sinking	Total
	Contributions	Contributions	
00002	313.00	38.00	351.00
00003	313.00	38.00	351.00
00004	313.00	38.00	351.00
00009	306.00	37.00	343.00
00010	306.00	37.00	343.00
Totals	1,551.00	188.00	1,739.00

Outstanding Creditors

Nil

Unallocated Advance Payments

Nil

Remuneration

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

Commissions received by Whittles for the financial year of the body corporate: \$298.49

Notes to the Financial Statements

COMMUNITY CORP.41009 INC
365A Marion Road PLYMPTON SA 5038
31 July 2024
Printed 11/09/24 09:46

Additional Services Summary

Account	Date	Description	Total Cost (incl GST)
A21013	25/09/23	Ownership change incl. Welcome Pack. Unit: 00008	44.00
Additional Services Total			44.00

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Summary of Significant Accounting Policies

COMMUNITY CORP.41009 INC
365A Marion Road PLYMPTON SA 5038
1 August 2023 to 31 July 2024
Printed 11/09/24 09:46

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.

INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF COMMUNITY CORPORATION 41009 INC

Report on the Audit of the Financial Report

Opinion

We have audited the accompanying financial report, being a special purpose financial report, of COMMUNITY CORPORATION 41009 INC, which comprises the Statements of Assets and Liabilities as at 31 July 2024 and the Admin Fund and Sinking Fund Income and Expenditure Statements for the year then ended. The financial report has been prepared in accordance with the cash basis of accounting as described in the summary of significant accounting policies. No assets or liabilities are recorded other than cash and bank balances.

In our opinion, the financial report presents fairly, in all material respects, the financial position of COMMUNITY CORPORATION 41009 INC as at 31 July 2024, and of its financial performance for the year then ended in accordance with the accounting policies described in the summary of significant accounting policies and the *Community Titles Act 1996 (SA)*

Basis for Opinion

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

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

Emphasis of Matter - Basis of Accounting

Without modifying our opinion, we draw attention to the basis of accounting, which is the cash basis of accounting. The financial report is prepared to provide information to the MEMBERS of COMMUNITY CORPORATION 41009 INC and, as a result, the financial report may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

Responsibility of Management for the Financial Report

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

**INDEPENDENT AUDITOR'S REPORT
TO THE MEMBERS OF COMMUNITY CORPORATION 41009 INC**

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

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

Auditor's Responsibilities for the Audit of the Financial Report

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

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

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

This description forms part of our auditor's report.

MGI Assurance (SA) Pty Ltd
Chartered Accountants



Clayton Lawrence
Director

Eastwood, South Australia
13 September 2024

17 October 2024

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for COMMUNITY CORP.41009 INC 365A Marion Road, PLYMPTON, SA, 5038.

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

Luke Hayden
Body Corporate Manager

Minutes of the Annual General Meeting COMMUNITY CORP.41009 INC

Meeting Date	10 October 2024		
Meeting Location	Via Video Conference		
Time	11:00 AM	Closed: 11:30 AM	
Lots Represented	00003	Mr T R Dearman & Ms C D Schroeder	Electronic vote
	00006	Schipper Properties Two Pty Ltd	Paper vote
	00008	K K Olman	Electronic vote
Chairperson	Luke Hayden - Whittles presided over the meeting. It was agreed that Luke Hayden, Body Corporate Manager, would assist by conducting the meeting.		
Additional Attendees	Luke Hayden representing Whittles Management Services Pty Ltd		
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy). Those owners who were in arrears were not considered towards the quorum count.		

Item 1

Declaration of Interest

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

Motion 2

Acceptance of Minutes

Ordinary Resolution

It was resolved that in accordance with the provisions of s81(5)(b) of the *Community Titles Act 1996*, the minutes of the Annual General Meeting held on 27 SEP 2023 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.

Motion CARRIED.

Votes

Yes: 2

No: 0

Abs: 1

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 *Community Titles Act 1996* (amended), the audited Statement of Accounts for the financial year ending 31 JUL 2024, which have been circulated to all members, is accepted.

Motion CARRIED.

Votes	Yes: 3	No: 0	Abs: 0	Inv: 0
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Motion 4

Appointment of Manager

Ordinary Resolution

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

- i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services,
- ii. make the appointment for a Term of twelve (12) months, being from the 1 AUG 2024 to 31 JUL 2025 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked,
- iii. authorise limited powers to Whittles Management Services Pty Ltd,
- iv. agree to pay Service Fees to Whittles Management Services Pty Ltd,
- v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and
- vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd.

The Services Agreement is available for viewing at whittles.com.au through your owner portal.

Motion CARRIED.

Votes	Yes: 2	No: 1	Abs: 0	Inv: 0
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Notes

Owner of Unit 6 suggested quotes on other Body Corporate Management companies for comparison.

Election of Office Bearers and Committee

It was resolved that in accordance with s76(1) & 90(1) of the *Community Titles Act 1996*, the meeting appoint Office Bearers and Committee Members.

Limitations Imposed

The Body Corporate Manager advises that the Management Committee and Officers of the Body Corporate do not have powers to resolve matters subject to special or unanimous resolutions.

Committee Meetings should be conducted in accordance with s91 to 99 of the *Community Titles Act 1996*.

An agenda should be forwarded to all committee members and decisions at the meeting minuted, copies of which are to be placed with the Body Corporate records.

Election of Presiding Officer

Lot 2 - Ms J C Esots has been elected unopposed as Presiding Officer.

Election of Secretary

Lot 2 - Ms J C Esots has been elected unopposed as Secretary.

Election of Treasurer

Lot 4 - Ms C McGuinness 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, in regard to the common property for the purposes of occupational health and safety legislation. This means, that if the contractor engaged by the Body Corporate does not have the necessary accreditation, an injured party may seek damages from the Body Corporate.

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

Item 7

Annual Compliance Register (Advice)

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

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

Item 8

Primary Duty of Care / Common Property / Safety Report

In accordance with *SA Work Health & Safety Act 2012 and or SA Civil Liability Act 1936*, a comprehensive professional report was last performed in October 2019 and is available for viewing at whittles.com.au through your owner portal.

Motion 9				
Sinking Fund Forecast		Ordinary Resolution		
<p>It was resolved that a suitably qualified contractor be instructed to inspect the property and prepare a sinking fund projection at an estimated cost of \$550.00.</p> <p>The <i>Statutes Amendment (Community and Strata Titles) Act 2012</i>, requires that all Strata and Community Body Corporates other than small groups (6 or less) prepare a forward budget for maintenance and capital works. This forward budget must be tabled at each Annual General Meeting and new information must be presented for consideration no less than every three (3) years for Corporations consisting of 7-20 lots and five (5) years for Corporations consisting of more than 20 lots.</p> <p>A comprehensive professional report was performed in 00/00 and is available for viewing at whittles.com.au through your owner portal.</p>				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 1	Inv: 0

Item 10		
Current Insurance Details (Advice)		
<p>A copy of the Body Corporate's current certificate of currency/insurance is available for viewing at whittles.com.au through your owner portal.</p>		

Motion 11				
Insurance Valuation		Ordinary Resolution		
<p>It was resolved that in accordance with s103 of the <i>Community Titles Act 1996</i>, the Body Corporate engage the services of a Licensed Valuer to provide an update of the current Insurance Valuation at an estimated cost of \$352.00 and that this valuation be adopted by the Body Corporate effective immediately upon receipt.</p> <p>A comprehensive professional valuation for insurance purposes performed in March 2022 recommended insurance cover of \$2,310,000 and is available for viewing at whittles.com.au through your owner portal.</p>				
Motion CARRIED.				
Votes	Yes: 3	No: 0	Abs: 0	Inv: 0

Motion 12				
Insurance Renewal		Ordinary Resolution		
<p>It was resolved that the Body Corporate Manager is to arrange quotes and/or renewal of the Body Corporate's insurance for a sum insured of \$1,800,000 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>Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular lot, the lot owner may be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate.</p> <p>Whittles recommends consideration be given to the following additional cover options if not already included in the policy; office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown.</p> <p><u>Contents Insurance</u> The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for contents of their lots, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that lot owners should be separately insured for cover in relation to their own premises.</p>				
Motion CARRIED.				
Votes	Yes: 3	No: 0	Abs: 0	Inv: 0

Item 13		
General Business		
<p>Waste Management - Correct disposal of waste - Waste deposited outside of bins</p> <p>Resolved: Owners reminded that they and/or their tenants are to ensure that waste is always correctly disposed of and in their own numbered bins. There have been recent occasions where waste has just been dumped on the ground outside the bin enclosure.</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 14				
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 a decrease from the previous budget with quarterly contributions for the Corporation of \$3,000.00 for the financial year ending 31 JUL 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: 3	No: 0	Abs: 0	Inv: 0

Motion 15				
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 an increase from the previous budget with quarterly contributions for the Corporation of \$500.00 for the financial year ending 31 JUL 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: 3	No: 0	Abs: 0	Inv: 0

Motion 16				
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 Management Committee, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Lot Entitlement Values and must not exceed the sum of \$2,500.00.</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: 3	No: 0	Abs: 0	Inv: 0

Motion 17				
Audit of Annual Financial Statement		Ordinary Resolution		
It was resolved that In accordance with Part 13, Division 2 of the <i>Community Titles Act 1996</i> , the Body Corporate may elect to carry out an independent audit of the Body Corporate's annual statement of accounts. Whittles recommends MGI Assurance (SA) be appointed at an estimated cost of \$143.00.				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 1	Inv: 0

Motion 18				
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 Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.</p>				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 1	Inv: 0

Motion 19				
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.41009 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: 2	No: 0	Abs: 1 Inv: 0
Item 20				
Next Meeting & Closure				
To be advised at a later date.				

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

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

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

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

BUDGET

COMMUNITY CORP.41009 INC
365A MARION ROAD, PLYMPTON

Year ending July 2025

ADMINISTRATION FUND

	Aug-Oct 24	Nov-Jan 25	Feb-Apr 25	May-Jul 25	Annual Total
INCOME					
Contributions	3,100.00	3,000.00	3,000.00	3,000.00	\$12,100.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-1,551.00	-0.00	-0.00	-0.00	-\$1,551.00
Total	1,549.00	3,000.00	3,000.00	3,000.00	\$10,549.00
EXPENDITURE					
Audit prep. incl of auditor fee	140.50	0.00	0.00	0.00	\$140.50
Common property	125.00	125.00	125.00	125.00	\$500.00
Electrical	125.00	125.00	125.00	125.00	\$500.00
Grounds	350.00	350.00	350.00	350.00	\$1,400.00
Insurance - Renewal	0.00	0.00	0.00	3,000.00	\$3,000.00
Management - Additional services fee	265.00	0.00	0.00	0.00	\$265.00
Management - Agreed Services	775.00	775.00	775.00	775.00	\$3,100.00
Management - Asset Maintenance Services	50.00	50.00	50.00	50.00	\$200.00
Management - Disbursement Fees	170.50	170.50	170.50	170.50	\$682.00
Meter reading fee	35.00	35.00	35.00	35.00	\$140.00
Plumbing	200.00	200.00	200.00	200.00	\$800.00
Technology and System Fees	44.00	44.00	44.00	44.00	\$176.00
Utilities - Electricity	112.50	112.50	112.50	112.50	\$450.00
Total	2,392.50	1,987.00	1,987.00	4,987.00	\$11,353.50

SINKING FUND

	Aug-Oct 24	Nov-Jan 25	Feb-Apr 25	May-Jul 25	Annual Total
INCOME					
Contributions	375.00	500.00	500.00	500.00	\$1,875.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-188.00	-0.00	-0.00	-0.00	-\$188.00
Total	187.00	500.00	500.00	500.00	\$1,687.00

CASH FLOW SUMMARY

	Aug-Oct 24	Nov-Jan 25	Feb-Apr 25	May-Jul 25	Annual Total
<u>ADMINISTRATION FUND</u>					
Opening Balance	7,039.92	6,196.42	7,209.42	8,222.42	\$7,039.92
Add: Contributions	3,100.00	3,000.00	3,000.00	3,000.00	\$12,100.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	1,551.00	0.00	0.00	0.00	\$1,551.00
Minus: Expenditures	2,392.50	1,987.00	1,987.00	4,987.00	\$11,353.50
CLOSING BALANCE	6,196.42	7,209.42	8,222.42	6,235.42	\$6,235.42
<u>SINKING FUND</u>					
Opening Balance	4,381.60	4,568.60	5,068.60	5,568.60	\$4,381.60
Add: Contributions	375.00	500.00	500.00	500.00	\$1,875.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	188.00	0.00	0.00	0.00	\$188.00
Minus: Expenditures	0.00	0.00	0.00	0.00	\$0.00
CLOSING BALANCE	4,568.60	5,068.60	5,568.60	6,068.60	\$6,068.60

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000
Number of Lots 10

Lot Number	— Effective from 15/11/24 —		— Effective from 15/11/24 —	
	LEV	ADMIN Fund	LEV	SINKING Fund
1	1020	\$306	1020	\$51
2	1010	\$303	1010	\$51
3	1010	\$303	1010	\$51
4	1010	\$303	1010	\$51
5	1010	\$303	1010	\$51
6	988	\$296	988	\$49
7	988	\$296	988	\$49
8	988	\$296	988	\$49
9	988	\$296	988	\$49
10	988	\$296	988	\$49
QUARTERLY TOTAL		<u>\$2,998.00</u>		<u>\$500.00</u>

28 September 2023

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for COMMUNITY CORP.41009 INC 365A Marion Road, PLYMPTON, SA, 5038.

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

Luke Hayden
Body Corporate Manager

Minutes of the Annual General Meeting COMMUNITY CORP.41009 INC

Meeting Date	27 September 2023		
Meeting Location	Video link https://mgawhittles.webex.com/meet/luke.hayden Telephone: 08 8249 7881 Access code: 788 409 289		
Time	11:30 AM		Closed: 11:58 AM
Lots Represented	1	T F Billingham & D M Doz	Electronic vote
	2	Ms J C Esots	Electronic vote
	3	Mr T R Dearman & Ms C D Schroeder	Electronic vote
	7	M Thapa	Electronic vote
	9	Mr H R Hill	Electronic vote
	10	Mr P & Mrs L Williams	Electronic vote
Chairperson	Luke Hayden - Whittles		
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy). Those owners who were in arrears were not considered towards the quorum count.		

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

Motion 2				
Acceptance of Minutes		Ordinary Resolution		
It was resolved that in accordance with the provisions of s81(5)(b) of the <i>Community Titles Act</i> 1996, the minutes of the Annual General Meeting held on 7 SEP 2022 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.				
Motion CARRIED.				
Votes	Yes: 5	No: 0	Abs: 1	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</i> 1996 (amended), the audited Statement of Accounts for the financial year ending 31 JUL 2023, which have been circulated to all members, is accepted.				
Motion CARRIED.				
Votes	Yes: 5	No: 0	Abs: 1	Inv: 0

Motion 4				
Appointment of Manager		Ordinary Resolution		
It was resolved that the Body Corporate under s76(9) of the <i>Community Titles Act 1996</i> :				
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 AUG 2023 to 31 JUL 2024 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked, iii. authorise limited powers to Whittles Management Services Pty Ltd, iv. agree to pay Service Fees to Whittles Management Services Pty Ltd, v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd.				
The Services Agreement is available for viewing at whittles.com.au through your owner portal.				
Motion CARRIED.				
Votes	Yes: 5	No: 0	Abs: 1	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 appointed Office Bearers and Committee Members.</p> <p><u>Limitations Imposed</u></p> <p>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
Ms J C Esots has been elected unopposed as Presiding Officer.

Election of Secretary

Ms J C Esots has been elected unopposed as Secretary.

Election of Treasurer

Ms C McGuinness has been elected unopposed as Treasurer.

Election of Ordinary Member

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

Item 6**Accredited Contractors (Advice)**

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

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

Item 7**Annual Compliance Register (Advice)**

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

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

Item 8**Current Insurance Details (Advice)**

A copy of the Body Corporate's current certificate of currency is available for viewing at whittles.com.au through your owner portal.

Item 9		
Insurance Valuation (Advice)		
<p>A comprehensive professional valuation for insurance purposes was performed in 03/22 and recommended insurance cover of \$2310000.</p> <p>The Insurance Valuation is available for viewing at whittles.com.au through your owner portal.</p>		
Notes		
<p>Noted: no owners physically in attendance to discuss upgrade of insurance policy to new building valuation amount. Body Corporate Manager to contact owners offline for advice on how corporation wants to proceed.</p>		

Motion 10				
Insurance Renewal		Ordinary Resolution		
<p>It was resolved that the Body Corporate Manager is to arrange renewal of the Body Corporate's insurance for a sum insured of \$1800000 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>Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular lot, the lot owner may be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate.</p> <p>Whittles recommends consideration be given to the following additional cover options if not already included in the policy; office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown.</p> <p><u>Contents Insurance</u> The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for contents of their lots, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that lot owners should be separately insured for cover in relation to their own premises.</p>				
Motion CARRIED.				
Votes	Yes: 3	No: 1	Abs: 2	Inv: 0

Item 11				
General Business				
Waste Management Owners reminded to ensure they are using only their allocated bins and are also disposing of waste as per local council regulations. Owners to ensure they do not use other residents' bins. Owners requested to ensure their agents and/or tenants are notified of these requirements.				
Car Parking Owners are reminded that car parking in the visitor's car spaces at the end of the carport is for short term visitors only and not for residents.				
Washing on balconies Owners are reminded that as per section 2.3.1.7.3 of the corporation's by-laws, no residents is allowed to hang washing, towels, bedding, clothing or other articles on any part of the Lot in such a way as to be visible from outside the building. Owners to ensure this is clearly communicated to agents and/or tenants.				
Motion 12				
Administrative Fund Budget		Ordinary Resolution		
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.				
Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of \$3,100.00 for the financial year ending 31 JUL 2024.				
This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting.				
Contributions will be raised in accordance with Lot Entitlement Values.				
Motion CARRIED.				
Votes	Yes: 6	No: 0	Abs: 0	Inv: 0

Motion 13				
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 \$375.00 for the financial year ending 31 JUL 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.				
Votes	Yes: 6	No: 0	Abs: 0	Inv: 0

Motion 14				
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 \$3,000.00.</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: 5	No: 0	Abs: 1	Inv: 0

Motion 15				
Audit of Annual Financial Statement		Ordinary Resolution		
It was resolved that In accordance with Part 13, Division 2 of the <i>Community Titles Act 1996</i> , the Body Corporate may elect to carry out an independent audit of the Body Corporate's annual statement of accounts. Whittles recommends MGI Assurance (SA) be appointed at an estimated cost of \$143.00.				
Motion CARRIED.				
Votes	Yes: 4	No: 1	Abs: 1	Inv: 0

Motion 16				
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: 5	No: 0	Abs: 1	Inv: 0

Motion 17				
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.41009 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: 5	No: 0	Abs: 1	Inv: 0

Item 18		
Next Meeting & Closure		
Next meeting date to be advised.		

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.41009 INC
365A MARION ROAD, PLYMPTON

Year ending July 2024

ADMINISTRATION FUND

	Aug-Oct 23	Nov-Jan 24	Feb-Apr 24	May-Jul 24	Annual Total
INCOME					
Contributions	3,100.00	3,100.00	3,100.00	3,100.00	\$12,400.00
Arrears	729.35	0.00	0.00	0.00	\$729.35
Advances	-1,551.00	-0.00	-0.00	-0.00	-\$1,551.00
Total	2,278.35	3,100.00	3,100.00	3,100.00	\$11,578.35
EXPENDITURE					
Audit prep. incl of auditor fee	140.50	0.00	0.00	0.00	\$140.50
Common property	125.00	125.00	125.00	125.00	\$500.00
Electrical	125.00	125.00	125.00	125.00	\$500.00
Grounds	250.00	250.00	250.00	250.00	\$1,000.00
Insurance - Renewal	0.00	0.00	0.00	4,800.00	\$4,800.00
Management - Agreed Services	659.25	659.25	659.25	659.25	\$2,637.00
Management - Asset Maintenance Services	22.50	22.50	22.50	22.50	\$90.00
Management - Disbursement Fees	170.00	170.00	170.00	170.00	\$680.00
Meter reading fee	35.00	35.00	35.00	35.00	\$140.00
Plumbing	200.00	200.00	200.00	200.00	\$800.00
Technology and System Fees	44.00	44.00	44.00	44.00	\$176.00
Utilities - Electricity	112.50	112.50	112.50	112.50	\$450.00
Utilities - Water	12.50	12.50	12.50	12.50	\$50.00
Total	1,896.25	1,755.75	1,755.75	6,555.75	\$11,963.50

SINKING FUND

	Aug-Oct 23	Nov-Jan 24	Feb-Apr 24	May-Jul 24	Annual Total
INCOME					
Contributions	375.00	375.00	375.00	375.00	\$1,500.00
Arrears	74.00	0.00	0.00	0.00	\$74.00
Advances	-188.00	-0.00	-0.00	-0.00	-\$188.00
Total	261.00	375.00	375.00	375.00	\$1,386.00

CASH FLOW SUMMARY

	Aug-Oct 23	Nov-Jan 24	Feb-Apr 24	May-Jul 24	Annual Total
<u>ADMINISTRATION FUND</u>					
Opening Balance	2,357.86	2,739.96	4,084.21	5,428.46	\$2,357.86
Add: Contributions	3,100.00	3,100.00	3,100.00	3,100.00	\$12,400.00
Add: Arrears	729.35	0.00	0.00	0.00	\$729.35
Minus: Advances	1,551.00	0.00	0.00	0.00	\$1,551.00
Minus: Expenditures	1,896.25	1,755.75	1,755.75	6,555.75	\$11,963.50
CLOSING BALANCE	2,739.96	4,084.21	5,428.46	1,972.71	\$1,972.71
<u>SINKING FUND</u>					
Opening Balance	2,807.60	3,068.60	3,443.60	3,818.60	\$2,807.60
Add: Contributions	375.00	375.00	375.00	375.00	\$1,500.00
Add: Arrears	74.00	0.00	0.00	0.00	\$74.00
Minus: Advances	188.00	0.00	0.00	0.00	\$188.00
Minus: Expenditures	0.00	0.00	0.00	0.00	\$0.00
CLOSING BALANCE	3,068.60	3,443.60	3,818.60	4,193.60	\$4,193.60

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000
Number of Lots 10

Lot Number	— Effective from 15/11/23 —		— Effective from 15/11/23 —	
	LEV	ADMIN Fund	LEV	SINKING Fund
1	1020	\$316	1020	\$38
2	1010	\$313	1010	\$38
3	1010	\$313	1010	\$38
4	1010	\$313	1010	\$38
5	1010	\$313	1010	\$38
6	988	\$306	988	\$37
7	988	\$306	988	\$37
8	988	\$306	988	\$37
9	988	\$306	988	\$37
10	988	\$306	988	\$37
QUARTERLY TOTAL		\$3,098.00		\$375.00

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
10/10/18	No resolutions recorded
08/10/19	No resolutions recorded
23/09/20	No resolutions recorded
26/10/21	No resolutions recorded
07/09/22	No resolutions recorded
27/09/23	No resolutions recorded
20/04/24	Approval granted by the Corporation for Unit 9 to Keep Miniature Dachshund (sausage dog) at the Unit.
10/10/24	No Resolutions Recorded.

PURPOSE:		PRIMARY COMMUNITY STRATA		AREA NAME:		PLYMPTON		APPROVED:		SHEET 1 OF 4 54094_text_01_v01	
MAP REF:		6628/50/C		COUNCIL:		CITY OF WEST TORRENS		DEPOSITED/FILED:			
LAST PLAN:		D79933		DEVELOPMENT NO:		211/C139/16/001					
AGENT DETAILS:				JOHN C BESTED & ASSOCIATES PTY LTD 362 MAGILL RD KENSINGTON PARK SA 5068 PH: 83327111 FAX: 83641829		SURVEYORS CERTIFICATION:		I ASHLEY GREG WINDOW, 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 19th day of June 2017 Ashley Window Licensed Surveyor			
AGENT CODE:		JCBA									
REFERENCE:		18497									
SUBJECT TITLE DETAILS:											
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / 1A / DIVISION	TOWN	REFERENCE NUMBER	
CT	6029	37		ALLOTMENT(S)	2	D	79933	ADELAIDE			
OTHER TITLES AFFECTED:											
EASEMENT DETAILS:											
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF		CREATION			
EXISTING	COMMON PROPERTY	SHORT	EASEMENT(S)	A	FOR EAVES AND GUTTERS			RTC 11107802			
ANNOTATIONS: LOTS 6,7,8,9,10 EXIST AT GROUND AND FIRST FLOOR LEVELS THE SERVICE INFRASTRUCTURE COULD NOT BE FOUND DUE TO THE AGE AND NATURE OF THE SCHEME AND THE UNAVAILABILITY OF RECORDS											
<div>NOT YET APPROVED</div> <div>Data subject to acceptance by the Lands Titles Office</div>											

N

SHEET 2 OF 4

54094_pland_1_V01

BEARING DATUM: ① - ② 355°10'20"
DERIVATION: D79933 ADOPTED

TOTAL AREA: 112m²

C21467

36.85 YARDS

F6751

TWO STOREY BUILDING

TANK

F217568

D79933

CARPORTS

GAS METER

SWITCHBOARD
CABINET

F217557

ROAD

MARION

NOT YET APPROVED
Data subject to acceptance
by the Lands Titles Office

SITE PLAN



JOHN C BESTED & ASSOC
PTY LTD

SURVEYING & PLANNING CONSULTANTS
362 MAGILL ROAD KENSINGTON PARK 5088
PHONE (08) 8332 7111 FAX (08) 8384 1825

Pinksterboer Property

PROPERTY CONVEYANCING - DEVELOPMENT CONSULTANTS
220 Henley Beach Road
Torrensfield SA 5031
PH 8241 2207
FAX 8241 7901

THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS YARD ARE EXISTING GROUND LEVEL AND 3.00 METRES ABOVE EXISTING GROUND LEVEL RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 3.00 METRES.

54094_pland_2_V01



A vertical scale bar with the word "SCALE" at the top and "METRES" at the bottom. The bar has horizontal markings at intervals of 5, labeled 0, 5, 10, 15, 20, and 25.

PROPERTY CONVEYANCING - DEVELOPMENT CONSULTANTS
220 Henley Beach Road
PH 8340 2207
FAX 8944 7004
T 8340 2204
T 8340 2204

N

SHEET 4 OF 4

54094_pland_3_V01

CL.....CENTRE LINE
BALCONIES ARE COVERED.

C21467

F6751

F217568

F217557

D79933

ROAD

MARION

A

6	INCL 2 SUBS BALCONY CARPORT	7	INCL 2 SUBS BALCONY CARPORT	8	INCL 2 SUBS BALCONY CARPORT	9	INCL 2 SUBS BALCONY CARPORT	10	INCL 2 SUBS BALCONY CARPORT
BALCONY SUB 6	BALCONY SUB 7	BALCONY SUB 8	BALCONY SUB 9	BALCONY SUB 10					

CL WALL

CL WALL

CL WALL

CL WALL

NOT YET APPROVED

Data subject to acceptance
by the Lands Titles Office

FIRST FLOOR PLAN



JOHN C BESTED & ASSOC PTY LTD

SURVEYING & PLANNING CONSULTANTS

382 MARION ROAD PARKVIEW

PHONE (08) 8332 7111 FAX (08) 8334 1829

REF 18497 DRAWING 18497-COUL VERSION 3

Phisterhoer Property

PROPERTY CONVEYANCING - DEVELOPMENT CONSULTANTS
220 HENRY ROAD
TOWNSHIP SA 5051
PH 8540 2201
FAX 8541 1301

BY – LAWS

(Community Strata Plan)

365a Marion Road Plympton SA 5038

COMMUNITY CORPORATION No. INCORPORATED

COMMUNITY PLAN NO.

Developer: Rivergum Land Holdings No.5 Pty Ltd A.C.N.144 060 588
of 387-391 South Road Mile End South SA 5031

CERTIFICATE

**Certificate as to preparation of scheme description, by-laws or
development contracts**

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

.....
Gavin Scott Pinksterboer
Registered Conveyancer
141 Henley Beach Road Mile End SA 5031

COMMUNITY SCHEME BY-LAWS
PLAN NO. (TBA)

1. Interpretation

1.1. In these By-Laws:

- 1.1.1. "Act" means the Community Titles Act 1996;
- 1.1.2. "Common Property" has the same meaning as set out in the Act;
- 1.1.3. "Community Plan" means the Community Titles Plan referred to above, which establishes the Community Scheme;
- 1.1.4. "Community Scheme" means the community strata scheme comprised in and established by the Community Plan;
- 1.1.5. "Corporation" means Community Corporation No. Incorporated and includes a duly appointed officer, agent, employee, contractor or manager;
- 1.1.6. "Develop" means:
 - 1.1.6.1. the erection, construction, alteration, improvement, installation or painting of any building, or other improvement on a Lot or on Common Property, and includes any siteworks effected in readiness for Development; and
 - 1.1.6.2. "Development" has a like meaning, and includes the Lots, any lot subsidiaries and the Common Property;
- 1.1.7. "Lot" means a community strata Lot being part of the Community Scheme;
- 1.1.8. "Lot Owner" means the owner of a Lot;
- 1.1.9. "Invitees" means visitors, tradespersons, builders, contractors, agents, clients or associates of the Lot Owner or occupier of a Lot;
- 1.1.10. "Manager" means any party approved by the Corporation from time to time to manage and perform the duties and functions of the Corporation under the Act, and "Corporation Management Agreement" means any agreement appointing the Manager pursuant to Section 75(5) of the Act;
- 1.1.11. "Occupier" of a Lot means the person or persons in occupation of a Lot and includes, if the Lot is unoccupied, the relevant Lot Owner.

1.2. In these By-Laws except to the extent that the context otherwise requires:

- 1.2.1. words importing the singular number include the plural and vice versa;
- 1.2.2. words importing any gender include other genders;
- 1.2.3. references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to and all regulations, rules, By-Laws, proclamations, orders and other authorities pursuant thereto;
- 1.2.4. references to any of the parties hereto include references to their respective successors and permitted assigns;
- 1.2.5. headings have been inserted for guidance only and will be deemed not to form any part nor to affect the construction of these By-Laws;
- 1.2.6. where a word or phrase is given a defined meaning in this Agreement, any other part of speech or other grammatical form in respect of such word or phrase will have a corresponding meaning;

- 1.2.7. these By-Laws will be governed by and construed in accordance with the laws of the State of South Australia. Each of the parties hereto submits unconditionally but not exclusively to the jurisdiction of a Court of competent jurisdiction in the State of South Australia;
- 1.2.8. if any of the provisions of these By-Laws should be judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity or unenforceability or illegality (unless deletion of such provision or provisions would substantially alter the intention of the parties hereto, expressed or implied) will not affect the operation, construction or interpretation of any other provision of these By-Laws with the intent that the invalid or unenforceable or illegal provisions will be treated for all purposes as severed from these By-Laws.

2. Mandatory By-Laws

2.1. Administration, management and control of Common Property

- 2.1.1. The Corporation is responsible for the administration, management and control of the Common Property.
- 2.1.2. The Corporation may (but is not obliged to) appoint a management committee (comprising representatives of Lot Owners) which will be responsible to the Corporation for the administration, management and control of the Common Property except for matters concerning:
 - 2.1.2.1. the fixing of contribution amounts from Lot Owners;
 - 2.1.2.2. appointment of a Manager under by-law 2.1.3; and
 - 2.1.2.3. maintenance, upgrading or improvements to the Common Property where the amount expended would exceed \$5,000.00 or such greater amount as may be decided by the Corporation.
- 2.1.3. The Corporation may (but is not obliged to) appoint a Manager which will be responsible to, and which will assist the Corporation in carrying out, on behalf of the Corporation, the functions of administering, managing or controlling the Common Property, but:
 - 2.1.3.1. the Manager must enter into a written Corporation Management Agreement with the Corporation which is subject to annual review; and
 - 2.1.3.2. the Corporation must be entitled under a term of the Corporation Management Agreement to terminate that agreement in the event of default by the Manager in satisfactory performance of its duties.
- 2.1.4. Lot Owner Contributions
 - 2.1.4.1. The Corporation will in general meeting (and not by its management committee) fix the amount it requires from Lot Owners from time to time by way of contributions for anticipated expenditure (such as common property maintenance, building services, rates and taxes, insurances, repairs, rubbish removal contractors etc).
 - 2.1.4.2. Subject to the Act, the share of an amount to be contributed by a Lot Owner is proportional to the lot entitlement of the relevant Lot unless otherwise provided by a unanimous resolution of the Corporation.
 - 2.1.4.3. The Corporation may, by ordinary resolution-

- 2.1.4.3.1. permit contributions to be paid in instalments specified in the resolution; and
- 2.1.4.3.2. fix (in accordance with regulations to the Act) interest payable in respect of a contribution, or an instalment of a contribution, that is in arrears.

2.2. Use and enjoyment of the Common Property

- 2.2.1. The Common Property is, subject to the Act and these By-Laws, for the common use and enjoyment of Lot Owners and other Occupiers in the Community Scheme and their Invitees.
- 2.2.2. Lot Owners, Occupiers, and Invitees must not:
 - 2.2.2.1. damage or interfere with any structure, building services, shrub, plant, tree or garden, or deposit rubbish or waste material on or in the Common Property, or in any way obstruct the lawful use of the Common Property;
 - 2.2.2.2. without the prior approval in writing of the Corporation, mark, paint, erect or construct any permanent structure or service infrastructure on the Common Property;
 - 2.2.2.3. damage or deface any existing structure, facilities or service infrastructure that forms part of the Common Property;
 - 2.2.2.4. use any portion of the Common Property for their exclusive use as a garden or parking area or otherwise;
 - 2.2.2.5. display any advertisement, sign or hoarding on any part of the Common Property;
 - 2.2.2.6. dispose of any rubbish on Common Property other than in bins or receptacles intended and set aside for the purpose;
 - 2.2.2.7. deface, paint, write, cut names or letters or make marks on or fix signs or bills, advertisements or graffiti to any part of the Building or the Common Property;
 - 2.2.2.8. fail to comply with any reasonable direction or request from the Corporation in relation to use of the Common Property;
 - 2.2.2.9. unlawfully attempt to exclude the public from any section of the Common Property;
 - 2.2.2.10. play any game on Common Property so as to interfere with safety or comfort of any other person on Common Property;
 - 2.2.2.11. sing, busk or play a musical instrument on Common Property;
 - 2.2.2.12. repair, wash, paint, panel-beat or otherwise work on any motor vehicle except in an area specifically set aside for that purpose (if any) provided that this clause will not extend to emergency repairs in the case of vehicle breakdown;
 - 2.2.2.13. store, keep or park any unregistered or un-roadworthy vehicle on any part of the common property or area designated as visitor carpark;
 - 2.2.2.14. store, keep or park any boat, caravan or trailer on any part of the common property or area designated as visitor carpark;
 - 2.2.2.15. preach to or harangue other people;

- 2.2.2.16. obstruct any footpath, road or walkway;
- 2.2.2.17. use or occupy any caravan, trailer or other vehicle on the Common Property for sleeping or otherwise as a place of habitation;
- 2.2.2.18. be inadequately clothed when on Common Property;
- 2.2.2.19. use any language or behave in a manner likely to cause offence or a nuisance to others;
- 2.2.2.20. fail to comply with any speed limits posted by the Community Corporation; or
- 2.2.2.21. fail to comply with any rules issued by the Corporation concerning use of the Common Property.
- 2.2.3. No fence, barrier, dwelling, storage shed, garage, carport, nor any other structure shall be erected upon or within the Common Property.
- 2.2.4. Lot Owners, Occupiers, and Invitees must notify the Corporation of any damage to or defect in the Common Property immediately on becoming aware of it.
- 2.2.5. The Corporation may:
 - 2.2.5.1. erect and maintain any sign on the Common Property which displays parking restrictions, speed limits or access requirements in relation to the Common Property; and
 - 2.2.5.2. (subject to clause 11) charge Lot Owners on a regular basis for costs and expenses incurred in the administration, management, control, maintenance, and repair of the Common Property.

2.3. Use and Enjoyment of Community Lots

- 2.3.1. A Lot Owner, Occupier or Invitee must:
 - 2.3.1.1. not use any lot for any non-residential purpose;
 - 2.3.1.2. use the Lot in accordance with the Development Act 1993;
 - 2.3.1.3. pay all rates, taxes, insurances and other outgoings in relation to the Lot as they fall due;
 - 2.3.1.4. not create any undue noise, disturbance or undertake any activity or behaviour which is likely to interfere with the quiet enjoyment of other Lot Owners or Occupiers and in particular, ensure that noise emissions from the relevant Lot are kept to a level where they will not disturb neighbouring Lot owners or Occupiers, in particular (but without limitation) between the hours of 11 midnight and 7 am;
 - 2.3.1.5. be adequately clothed when visible from another Lot or from the Common Property and must not undertake any lewd or objectionable behaviour likely to cause offence to other Lot Owners, Occupiers or Invitees; or
 - 2.3.1.6. not bring objects or materials onto a Lot of a kind which are likely to cause justified offence to other members of the Corporation community or store on any Lot any dangerous explosive or noxious substances (other than normal household chemicals, gases and fuels);
 - 2.3.1.7. not without prior written consent of the Corporation (which may be given, withheld or withdrawn at any time as the Corporation sees fit):

- 2.3.1.7.1. change the use or character of a Lot; or
- 2.3.1.7.2. cause, permit or allow any loud noise or music from a Lot or from the Common Property so as to disturb or be a nuisance to Occupiers of other Lots; or
- 2.3.1.7.3. hang any washing, towels, bedding, clothing, or other articles on any part of the Lot in such a way as to be visible from outside the building; or
- 2.3.1.7.4. erect or affix radio or television aerials or antennae to the outside of its Lot or the building;
- 2.3.1.7.5. store, keep or park any unregistered or un-roadworthy vehicle on any part of a community lot (except within an enclosed garage);
- 2.3.1.7.6. store, keep or park any boat ,caravan or trailer on any part of a community lot (except within an enclosed garage)
- 2.3.1.8. allow free access in or on the Lot (at reasonable times) to the Corporation and its contractors for maintenance, repair or replacement of any common service infrastructure shared between the Lots;
- 2.3.1.9. not, without the prior written approval of the Corporation erect or display any signs on a Lot other than:
 - 2.3.1.9.1. during development of a Lot (and then only the display of signs required under the Building Work Contractors Act 1995); or
 - 2.3.1.9.2. where an advertising sign is associated with the sale of a Lot;
- 2.3.1.10. at all times maintain and keep improvements on or within a Lot clean and tidy and in a good state of repair and condition including (without limitation):
 - 2.3.1.10.1. keeping gutters and downpipes clear and free of leaves or other debris;
 - 2.3.1.10.2. repainting as necessary;
 - 2.3.1.10.3. replacing or repairing damaged or decaying materials; and
 - 2.3.1.10.4. replacing or repairing broken or cracked windows and doors;
 - 2.3.1.10.5. properly servicing, maintaining and repairing air-conditioning systems which exclusively service the Lot (even if the whole or a part of the air-conditioning equipment is located on or in Common Property);
 - 2.3.1.10.6. ensuring that landscaping is kept neat and tidy and free of rubbish;
- 2.3.1.11. comply with reasonable requirements or orders of the Corporation in relation to upkeep and maintenance;
- 2.3.1.12. where fencing between two or more Community Lots is in need of replacement, ensure that it will be replaced by fencing of the same type, design, height and colour, and paid for in accordance with the relevant provisions of the *Fences Act 1975* (SA);
- 2.3.1.13. store garbage within the area set aside for rubbish bin storage on common property in an appropriate container which prevents the escape of unpleasant odours;
- 2.3.1.14. leave garbage bins (for emptying at the appropriate times), in the location allocated for the relevant Lot;
- 2.3.1.15. comply with all statutory requirements in relation to the disposal of garbage; and

- 2.3.1.16. ensure that their invitees are aware of these By-Laws and ensure that their Invitees do not engage in (or desist from) any conduct which is in breach of these By-Laws.

3. Corporation's Obligation to Maintain Common Property

3.1. The Corporation must:

- 3.1.1. keep the Common Property in generally in a state of good and serviceable repair including without limitation the building, plant, equipment, roadway surfaces, paving, footpaths and lighting;
- 3.1.2. properly maintain all chattels, services, fixtures and fittings held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or its enjoyment by the Lot Owners or Occupiers or by their Invitees; and
- 3.1.3. properly maintain (if applicable) any gardens and landscaping on the Common Property, and must replant or replace plants where necessary;

and for these purposes, the Corporation may enter into a Corporation Management Agreement with a third party for the provision of services for the benefit of the Lot Owners on behalf of the Corporation.

- 3.2. The Corporation must keep the common services to the Lots in a state of good and serviceable repair and must properly maintain all fixtures and fittings used or intended, adapted or designed for use in connection with the services, or their use by the Lot Owners or Occupiers and for this purpose, may enter into an appropriate contract with a third party for the maintenance and repair of those services.
- 3.3. If any air-conditioning plant and equipment or hot water service unit which exclusively services any particular Lot is located wholly or partly on Common Property, then:
 - 3.3.1. the Owner of that Lot will have free licence from the Corporation for the placement and maintenance of that air-conditioning plant and equipment or hot water service unit on the Common Property; but
 - 3.3.2. the Owner of that Lot will be responsible for and will pay all the running costs and maintenance and repair of that air-conditioning plant and equipment or hot water service unit, and the Corporation will have no liability or responsibility for such maintenance or repair.

4. Structural Additions, Changes and Colours on a Lot

4.1. A person must not without the prior approval of the Corporation:

- 4.1.1. make any structural changes or additions on or to a Lot; or
- 4.1.2. substantially change the colours of external finishes or the external appearance of a Lot.

4.2. Additions and alterations must be harmonious and sympathetic to the standard and design of the community development as a whole and subject to the approval of the corporation and council.

4.3. A Lot Owner must maintain its Lot:

- 4.3.1. in accordance with the Development Plan of the local Council;
- 4.3.2. in accordance with the Development Approval of the local Council annexed to the Scheme Description (if applicable);
- 4.3.3. in accordance with the Development Act 1993; and

4.3.4. not in breach of these By-Laws and;

4.3.5 in accordance with the encumbrance

- 4.4. If a Lot Owner or any tradesperson, builder or contractor engaged by the Lot Owner, during the course of construction of any Development, causes any damage to the Common Property as a result of the Development works, then the Lot Owner must repair that damage forthwith and make good the Common Property, using materials of a like or similar quality that were installed prior to the damage occurring, and will effect those repairs to a building industry code standard of construction in accordance with the Development Plan of the local Council and the Development Approval of the local Council.

5. Limitation on Keeping Pets

- 5.1. Subject to other parts of this clause 5 or to any approval in writing by the Corporation in respect of any particular animal or any particular circumstances, a Lot Owner will not be entitled to keep any bird, animal or other pet on a Lot or on the Common Property.
- 5.2. Dogs and cats (not exceeding 8 kilos in weight and not exceeding 1 in total per Lot) may be kept by Lot Owners PROVIDED THAT the prior written consent of the Corporation is first obtained by the Lot Owner for that animal.
- 5.3. Animals or birds (if approved) must be properly maintained under the physical care and control of the relevant Lot Owner and must not injure or disturb the quiet enjoyment of other Lot Owners or Occupiers.
- 5.4. The Corporation may by written notice require a Lot Owner to permanently remove any pet (which is the subject of repeated complaints) from a Lot.
- 5.5. An Owner of an animal must immediately remove from the Common Property or another Lot any excrement or other deposit of waste caused by the animal, and must repair any damage to, or loss or property caused by their animal on or to the Common Property or another Lot.
- 5.6. The keeping of pets must otherwise comply with any conditions set from time to time by the Corporation.
- 5.7. Clauses 5.1, 5.2, and 5.4 above shall not however apply to Occupiers, Proprietors or persons lawfully upon the Common Property or Lots who suffer a disability and require the assistance of a dog specifically trained to aid them in respect of that disability.

6. Use of Roadways and Common Area Parking

- 6.1. Where there are car parking spaces on the Common Property, then in the event of unauthorised use of the Common Property car parking spaces (whether by a Lot Owner, Occupier or any other person), the Corporation will be entitled to impose fines for unauthorised parking as set out in clause 10.8 and the Community Corporation may impose time limits and other restrictions on the use of the visitor carparks on common property as set out in Clause 11.

6.2. A Lot Owner, Occupier or Invitee will not:

- 6.2.1. in any way obstruct vehicular or pedestrian traffic on the Common Property;
- 6.2.2. park a motor vehicle on the Common Property except on a part of the Common Property set aside for the parking of motor vehicles (and then only by arrangement with the Corporation);
- 6.2.3. drive a motor vehicle on the Common Property except on a roadway established for use by motor vehicles; or
- 6.2.4. while driving a vehicle on the Common Property, fail to comply with the Corporation's displayed regulated speed limit.
- 6.2.5. store, repair or maintain vehicles on any part of the common property or carparking area except the extent necessary to remove the vehicle.
- 6.2.6. use any part of the common property for the storage or display of materials or goods including waste products or refuse.
- 6.2.7. hinder or otherwise obstruct vehicles lawfully on the common property for the purposes of collecting garbage.

6.3. Road Traffic Act 1961

A person driving a vehicle on the Common Property must comply with the rules applicable under the *Road Traffic Act 1961* to the driving of a vehicle on a public road.

6.4. Use of skate boards etc

No Lot Owner, Occupier or Invitee may ride (or permit to be ridden) a skate board, roller skates, in-line skates or other similar device on the Common Property unless authorised to do so by the Corporation.

7. Prohibition of disturbance

A Lot Owner, Occupier or Invitee must:

- 7.1. not engage in conduct which unreasonably disturbs the occupier of another Lot or others who are lawfully on a Lot or the Common Property; and
- 7.2. ensure, as far as practicable, that their Invitees do not engage in conduct that unreasonably disturbs the occupier of another Lot or others who are lawfully on a Lot or the Common Property.

8. Insurance

- 8.1. The Corporation will effect and maintain insurances as required by the Act.
- 8.2. Lot Owners will insure their own furniture fittings, equipment and goods.
- 8.3. Each Lot Owner will maintain public risk insurance for amounts of at least \$10,000,000.00 in respect of any one event (or such higher cover as the Corporation may determine).
- 8.4. The Corporation may at any time require evidence be provided by each Lot Owner of these insurances.
- 8.5. No Lot Owner, Occupier or Invitee will do anything to:
 - 8.5.1. void any insurance; or

8.5.2. increase the premium payable for any insurance; maintained by the Corporation.

9. Community Corporation To Supply Water

- 9.1. The Community Corporation will supply each Community Lot with potable water under a private water supply agreement, the form of which will be as prescribed by the Community Corporation.
- 9.2. The potable metered water connection will be connected to private water reticulation system installed within the Common Property and will provide water supply to each Community Lot.
- 9.3. Each dwelling on its respective Lot will be fitted with a private water meter that will incorporate a radio module for remote meter reading.
- 9.4. The private water meters will be read by a contractor engaged by the Community Corporation to do so and individual accounts will be raised and levied on each respective Community Lot for the water usage attributable to the Lot.
- 9.5. Water usage will be billed to the respective Community Lots by the Community Corporation at the SA Water rate per unit of water prescribed at the time.
- 9.6. The cost of reading the meters and generation of accounts by the contractor will be paid by the Community Corporation from the Community Corporation's administration fund.

10. General provisions

10.1. Management and Advisers

The Corporation may retain the services of independent contractors, advisers or consultants in relation to matters affecting the Community Scheme as a whole, its Common Property and its management and administration. The cost will be recoverable from Lot Owners.

10.2. Easements

Where any part of the Common Property or of a Lot is subject to a registered easement, the Corporation, Lot Owners, Occupiers and Invitees (as appropriate) will comply at all times with the requirements or restrictions caused by that easement, and will not interfere with the grantee's exercise of rights under it.

10.3. Tenants to Have Notice of these By-Laws

A copy of these By-Laws (or a précis approved by the Corporation) will be given to each lessee or other occupier of the Lot (other than the Owner).

10.4. Corporation May Inspect Lots

- 10.4.1. The Corporation (and its servants, agents and contractors) will on giving one (1) day's notice) be permitted enter and inspect any Lot and to test electrical, gas or water installations or equipment, repair leakages or other defects in such installations or equipment (at the Owner's expense if leakages or defects were due to the act or default of the Owner).
- 10.4.2. The Corporation and its servants, agents and contractors will in exercising these powers cause as little disturbance or interference to the Owner or occupier as reasonably possible in the circumstances.

10.5. Changes in Ownership

Any change in ownership of a Lot or address of a Lot Owner must be notified to the Corporation.

10.6. Contact Details

A Lot Owner must notify the Corporation:-

- 10.6.1. of the Lot Owner's telephone and any facsimile contact number;
- 10.6.2. of the telephone and any facsimile contact numbers of any Occupier of the lot where the occupier is not the Lot Owner;
- 10.6.3. of any change in the address, telephone and facsimile contact numbers of the Lot Owner or occupier of the lot; and
- 10.6.4. immediately of any change in the occupancy of the Lot.

10.7. Notice Of Accidents Or Defects And Repairs

A Lot Owner or Occupier must give the Corporation prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to their knowledge and the Corporation shall have authority by its agent's or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the Common Property as often as may be necessary.

10.8. Offences

- 10.8.1. A person who contravenes or fails to comply with a provision of these By-Laws is guilty of an offence. Maximum penalty: \$500 or such greater amount as is prescribed by the Act or its Regulations.
- 10.8.2. The Corporation will be entitled to impose fines for offences as it sees fit, and as provided for in the Act or its Regulations.

11. Rules

- 11.1. The management committee of the Corporation, subject to Clause **Error! Reference source not found.** below, has the power to make such rules as it considers necessary to ensure that Lot Owners and Occupiers have proper use and enjoyment

of their Lot and the Common Property. Such rules will be enforceable by the Corporation as if they formed part of these By-laws.

12. Recovery of Amounts Due

- 12.1. Amounts owing to the Corporation will be paid by the relevant owner promptly on demand by the Corporation and will be recoverable as a debt.
- 12.2. The Corporation may recover from owners (on a full indemnity basis) any legal or other costs charges or expenses incurred in recovering debts due by an owner.
- 12.3. The Corporation may charge interest, at the rate determined by the Corporation, on any amounts due by a Lot Owner but unpaid for 7 days after becoming due. Such interest to be computed from the due date until payment is made in full.
- 12.4. In the event of default by the Lot Owner in payment on the due date of any money under these By-Laws, the Lot Owner will on the written request of the Corporation grant to the Corporation a registered mortgage under the provisions of the Real Property Act 1886, containing the terms and conditions requested by the Corporation, which mortgage will charge the Lot Owner's interest in the relevant Lot with payment of the money owed by that Lot Owner.
- 12.5. The Lot Owner will, in the event of a mortgage being requested by the Corporation, pay to the Corporation the reasonable expenses of and incidental to the preparation, execution, stamping and registration of that mortgage.
- 12.6. The Lot Owner acknowledges that the Corporation will be entitled, by virtue of this By-Law 12, to lodge a caveat against the certificate(s) of title for the relevant Lot, giving notice of the provisions of this By-Law 12.
- 12.7. Subject to the provisions of this By-Law 12, the provisions of the Law of Property Act 1936 will apply to this Agreement as if it were a mortgage by deed.

13. Indemnity and Release

A person bound by these By-Laws will:

- 13.1. indemnify and hold harmless the Corporation from and against all or any actions, claims, demands, losses, damages, costs and expenses which the Corporation will or may become liable for in respect of or arising out of any loss or injury (personal or in respect of property) suffered by any person in on or about the Lot or Common Property except and to the extent that the loss or injury was caused or contributed to by the negligence of the Corporation;
- 13.2. occupy, use and keep the Lot at the risk in all things of the Lot Owners, and the Lot Owner hereby releases to the full extent permitted by Law the Corporation from any accident, damage or injury occurring thereon (and on Common Property) except and to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Corporation or its servants or agents.

14. Waiver

No waiver by the Corporation of one breach of any By-Law, obligation or provision herein contained or implied will operate as a waiver of another breach of the same or any other By-Law, obligation or provision.

15. Notice

Any notice required to be served under these By-Laws will be sufficiently served on the Lot Owner if left on the Lot addressed to the Lot Owner or if addressed to the Lot Owner at the last known address of the Lot Owner and forwarded by pre-paid post. If a notice is given by post it would be deemed to be served at the time when in the ordinary course of post it would have been delivered at the address to which it was sent.

16. Severance

If any By-Law or any part of these By-Laws cannot be given full legal force and effect for any reason, then that By-Law or part By-Law (as the case may be) will be severed, ignored or read down restrictively but so as to maintain and uphold as far as possible the remaining By-Laws.

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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
PURPOSES ONLY**

SERIES NO	PREFIX
	LF

AGENT CODE

LODGED BY:

CORRECTION TO:

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

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- 2
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PICK-UP NO.	
CP	

CORRECTION	PASSED
FILED	
REGISTRAR-GENERAL	

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

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TERMS OF INSTRUMENT NOT CHECKED
BY LANDS TITLES OFFICE

SCHEME DESCRIPTION
DEVELOPMENT NO: 211/C139/16

COMMUNITY SCHEME DESCRIPTION
(Community Strata Plan)

365a Marion Road Plympton SA 5038

COMMUNITY CORPORATION No. INCORPORATED

Developer: Rivergum Land Holdings No.5 Pty Ltd A.C.N.144 060 588
of 387-391 South Road Mile End South SA 5031

CERTIFICATE

**Certificate as to preparation of Scheme Description, By-laws or
Development Contracts**

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

.....
Gavin Scott Pinksterboer
Registered Conveyancer
141 Henley Beach Road Mile End SA 5031

**THIS SCHEME DESCRIPTION SHOULD BE READ IN CONJUNCTION WITH THE BYLAWS FOR THE
DEVELOPMENT AND THE COMMUNITY TITLES ACT AND REGULATIONS 1996 AS AMENDED.**

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ANNEXURES

- A Development Plan Consent No 211/C139/16(Community Strata)
- B Land Use Approval 211/1430/2015

1. PURPOSE OF THE SCHEME DESCRIPTION

- 1.1. This Scheme Description has been prepared for the development at *Allotment 2 in DP 79933* being the land at *365A Marion Road Plympton SA 5038*.
- 1.2. Its purpose is to provide a brief description of the nature of the scheme to which the City of West Torrens **[The Council]** has given its consent, and is for the benefit of persons considering purchasing or entering into any other dealing with a lot created by this scheme.
- 1.3. Although the Act stipulates that the Bylaws must be consistent with the terms of this Scheme Description, this Scheme Description must be read in conjunction with the Bylaws for the development.
- 1.4. Should Persons considering purchasing, or entering into any other dealing with a Lot created by this scheme have any doubts as to the meaning or intent of the Scheme Description or Bylaws, they should obtain independent professional advice before entering into that contract.

2. THE LAND

- 2.1. The subject land of the Proposed Community Title Application comprises *Allotment 2* situated at *365a Marion Road Plympton SA 5038* and being the whole of the land comprised in Certificate of Title Register Book Volume 6029 Folio 37

3. THE COMMUNITY PARCEL, LOTS & COMMON PROPERTY

The Land is to be divided into:

- 3.1. TEN (10) Community Strata Lots and Common Property ;
- 3.2. as shown in the Plan of Community Strata that has been registered by the Lands Titles Office

4. THE DEVELOPMENT

- 4.1. The developer has developed the Community Strata Lots and Common property, and constructed a two storey residential flat building on the land in accordance with the Community Division Approval Number 211/C139/16 and Land Use Approval Number 211/1430/2015 issued by the City of West Torrens attached to this scheme description at Annexure A and B.

5. USE OF THE COMMUNITY LOTS AND COMMON PROPERTY

- 5.1. All community strata lots will be used solely for Residential purposes subject to Council's consent.
- 5.2. No further division of a Community Lot or Common Property will be permitted.

- 5.3. The Common Property will be used by the Lot owners/occupiers and general public as free and unrestricted access to the Community Lots and to accommodate the service infrastructure.
- 5.4. The Common Property will be maintained by the Community Corporation in accordance with the Bylaws for the Development.
- 5.5. No fence, barrier, dwelling, storage shed, garage, carport nor any other structure will be erected upon or around the Common Property.

6. THE DEVELOPER'S OBLIGATIONS TO DEVELOP THE COMMUNITY STRATA LOTS

The Developer has completed the development of the Community Strata Lots to the extent required to satisfy the Council's conditions of approval for the Community Division.

7. THE DEVELOPER'S OBLIGATIONS TO DEVELOP COMMON PROPERTY

The Developer has completed the development of the Community Common to the extent required to satisfy the Council's conditions of approval for the Community Division.

8. COMMUNITY CORPORATION TO SUPPLY WATER

- 8.1. The Community Corporation will supply each Community Lot with potable water under a private water supply agreement.
- 8.2. On the Common Property, SA Water will install a water connection and meter for potable water and the Community Corporation will be billed for the charges and water use attributed to the water supply to each connection.
- 8.3. The potable metered water connection will be connected to private water reticulation systems installed within the Common Property and will provide water supply to each Community Lot.
- 8.4. Each Lot will be fitted with a private water meters that will incorporate a radio module for remote meter reading.
- 8.5. The private water meters will be read by a contractor engaged by the Community Corporation to do so and individual accounts will be raised and levied on each respective Community Lot for the water usage attributable to the Lot.
- 8.6. Water usage will be billed to the respective Community Lots by the Community Corporation at the SA Water rate per unit of water prescribed at the time.
- 8.7. The cost of reading the meters and generation of accounts by the contractor will be paid by the Community Corporation from the Community Corporation's sinking fund.

9. RUBBISH COLLECTION

The Community Corporation will engage a private waste collection contractor in accordance with the conditions set out in Development Approval 211/1430/2015

10. CONDITIONS OF THE DEVELOPMENT PURSUANT TO LEGISLATION

Notwithstanding any of the conditions imposed upon the Developer by this document, the division of the Land by Community Title and the construction of any improvements upon the Land and all other things necessary to fulfill the conditions contained within this document are subject to conditions imposed by the Development Act 1993, The Community Titles Act 1996 and the Real Property Act 1886.

11. DEFINITIONS

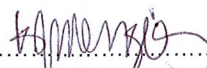
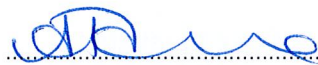
In this Scheme Description:-

- 11.1. "the Act" means the Community Titles Act 1996;
- 11.2. "Bylaws" means the Bylaws filed by the Registrar General in the Lands Titles pursuant to the Community Titles Act 1996;
- 11.3. "Common Property" has the same meaning as in the Community Titles Act 1996;
- 11.4. "Community Corporation" has the same meaning as in the Community Titles Act 1996;
- 11.5. "Community Lot" means a Lot as shown in the Primary Plan;
- 11.6. "Community Parcel" has the same meaning as in the Community Titles Act 1996;
- 11.7. "Developer" means Rivergum Land Holdings No.5 Pty Ltd A.C.N.144 060 588 of 387-391 South Road Mile End SA 5031
- 11.8. "Land" means the whole of the land described in Clause 2;
- 11.9. "Lot" means a Community Strata Lot;
- 11.10. 'Occupier' of a Lot includes, if the Lot is unoccupied, the owner of the Lot;
- 11.11. reference to the 'Regulations under the Act' means the Community Titles Act Regulations 1996;
- 11.12. the singular includes the plural and vice versa;
- 11.13. reference to the masculine includes the feminine and includes a firm, a body corporate and Association or an Authority;

12. EXECUTION BY THE DEVELOPERDated this 27th day of February 2016Signed by Marc Kristan Taintey /
Kelly Jane Menzies
of 387 – 391 South Road
Mile End South SA 5031

) As Attorney for RIVERGUM LAND HOLDINGS No.5 Pty Ltd

)

) Power of Attorney ) No. 12608426 Signature of AttorneySignature of WITNESS - Signed in my presence by the ATTORNEY
who is either personally known to me or has satisfied me as to his or her identity.*Amanda Dawe

Print Full Name of Witness

387-391 South Road, Mile End South 5031

Address of Witness

Business Hours Telephone Number. 8150 6067

13. DEVELOPMENT AUTHORITY'S CONSENT

Endorsement by the Relevant Authority under Section 45A of the Development Regulations 1993:

1/ All the consents or approvals required under the Development Act 1993 in relation to the Division of the land and change of land use (if any) in accordance with this Scheme Description and the relevant plan of Community Division under the Community Titles Act 1996 have been granted.

OR*

No consent or approval is required under the Development Act 1993 in relation to the division of the land (or change in land use of the land) in accordance with this Scheme Description

2/ This endorsement does not limit a relevant authority's right to refuse, or to place conditions on, development authorisation under the Development Act 1993 in relation to any other development envisaged by this Scheme Description.

(* Delete that which does not apply)

CITY OF WEST TORRENS.

PER

.....
Signature of Authorised Officer

.....
Name of Authorised Officer

.....
Date of Consent

of

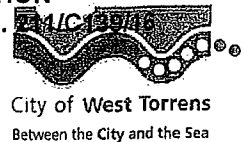
TERMS OF INSTRUMENT NOT CHECKED
BY LANDS TITLES OFFICE

SCHEME DESCRIPTION
DEVELOPMENT NO: 211/C139/16

ANNEXURE A

Development Approval 211/C139/16

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DECISION NOTIFICATION FORM

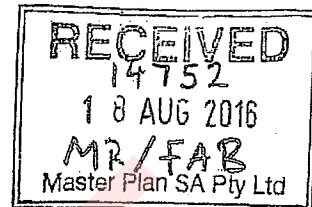
Development Act 1993 – Regulation 42

RIVERGUM HOMES PTY LTD
C/ MASTERPLAN SA PTY LTD
33 Carrington St
ADELAIDE SA 5000

DEVELOPMENT NUMBER: 211/1430/2015

Dated: 1 December 2015

Registered on: 1 December 2015



Location of Proposed Development

Address: 365A Marion Road, PLYMPTON SA 5038

Plan and Lot: D79933 Lot 2

Certificate of Title: CT-6029/37

Nature of Proposed Development:

Construction of a two Storey Residential Flat Building comprising ten (10) dwellings and detached carport (25.1m x 5.6m x 3.3m max height) and associated landscaping

In respect of this proposed development you are informed that:

Nature of Decision	Date	Conditions
DEVELOPMENT PLAN CONSENT	9 AUGUST 2016	21
BUILDING RULES CONSENT	Still Required	
DEVELOPMENT APPROVAL	Still Required	

1 representation(s) from third parties concerning your Category 2 proposal were received

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 the land until you have also received notification of a Development Approval.

Date of Decision: 9 August 2016

Janine Lennon
Authorised Officer
City Development
City of West Torrens

PLANNING CONDITIONS 211/1430/2015

The following information shall be submitted for further assessment and approval by the City of West Torrens as reserved matters under Section 33(3) of the *Development Act 1993*:

- A. The Applicant, Rivergum Homes, shall enter into an Affordable Housing Land Management Agreement with Renewal SA to ensure that the criteria established within the Gazette Notice issued under the *South Australian Housing Trust Regulations 2010* in relation to 'affordable housing' is met. The Affordable Housing Land Management Agreement must be prepared and executed, with a copy provided to the Council, prior to the issue of Development Approval.

COUNCIL CONDITIONS

1. Except where minor amendments may be required by other relevant acts, or by conditions imposed by this application, the development is to be established in strict accordance with the endorsed stamped details and plans submitted in Development Application 211/1430/2015. All works shall be completed to the reasonable satisfaction of Council prior to the occupation and/or use of the development.
2. That the carport approved herein shall not be enclosed and shall be kept as an open structure at all times. For this purpose, any works to enclose the sides, rear or front (including a roller/panel-lift door) shall require a separate application to Council.
3. That all stormwater design and construction shall be in accordance with Australian Standards and recognised engineering best practices to ensure that stormwater does not adversely affect any adjoining property or public road and for this purpose stormwater drainage shall not at any time:-
 - a) Result in the entry of water into a building; or
 - b) Affect the stability of a building; or
 - c) Create unhealthy or dangerous conditions on the site or within the building; or
 - d) Flow or discharge onto the land of an adjoining owner; and not flow across footpaths or public ways.

Stormwater detention, re-use and/or water quality measures shall be implemented in accordance with engineering calculations and design drawing(s) provided by Intrax Consulting Engineers Pty Ltd (Job Number 73829 dated 9 November 2015).

4. That all driveways, parking and manoeuvring areas shall be formed (surfaced with concrete, bitumen or paving) and properly drained, and shall be maintained in a reasonable condition at all times.
5. Vehicle access ways and carparking spaces shall be kept free of obstructions at all times.
6. That directional signs not exceeding 0.2 square metres shall be erected at the eastern end of the herein approved carport to indicate the location of visitor parking. The sign shall advise that parking is prohibited on (nominated) waste collection days.
7. That driveways, carparking spaces, manoeuvring areas and landscaping areas shall not be used for storage or display of materials or goods including waste products and refuse.
8. A 2.5m (min) length of the existing corrugated iron fence located at the western end of the southern boundary shall be removed and replaced with open chain mesh fencing.

Works undertaken shall be consistent with the recommendations contained within the GTA Consultants report dated 16 May 2016 (ref: GTA 15A1291000).

9. All waste collection shall be undertaken completely on private property by a private contractor. Refuse collection vehicles shall not exceed a length of 7.4 metres.
10. That the approved waste disposal facilities and waste enclosure shall be installed and be made operative prior to occupation of the development.
11. That all landscaping shall be planted in accordance with the approved plans prior to the occupancy of the development. Any person(s) who have the benefit of this approval shall cultivate, tend and nurture the landscaping, and shall replace any landscaping which may become diseased or die.
12. That the upper level windows of the dwellings will be provided with fixed obscure glass to a minimum height of 1.7 metres above the upper floor level to minimise the potential for overlooking of adjoining properties, prior to occupation of the building. The glazing in these windows will be maintained in reasonable condition at all times.
13. Council requires one business day's notice of the following stages of building work:
 - Commencement of building work on site
 - Commencement of placement of any structural concrete
 - Completion of wall and roof framing prior to the installation of linings
 - Completion of building work

Note:

When a building-owner gives notice for the commencement of building work, they shall advise Council of the relevant person, (name, address and telephone number) who will provide the Statement of Compliance required under regulation 83AB.

The relevant person must be:

- The licensed building contractor who performed the work, or
- A registered building work supervisor, private certifier or registered architect.

Commissioner of Highways Conditions

The following conditions are imposed at the request of the Commissioner of Highways (ref: 2016/00229/01, dated 22/04/2016)

1. Access to Marion Road shall be constructed in accordance with Rivergum Homes, Preliminary Concept Plan, Sheet 1, Issue 5, dated 31/7/15.
2. The access point shall be suitably flared to Marion Road to allow convenient ingress and egress movements in order to minimise disruption to the free flow of traffic.
3. All waste collection shall be undertaken completely on private property. Sufficient area shall be provided to ensure commercial vehicles can achieve forward entry and exit movements.
4. Pedestrian sightlines at the access shall be in accordance with AS/NZS2890.1:2004.
5. All landscaping located along the shared driveway shall be low growing and shall be trimmed on an as needs basis so as not to restrict driver sightlines along the driveway to/from the access point.

6. The shared access and internal manoeuvring areas shall be clear of all obstructions including meters, letterboxes, landscaping and visitor parking.
7. All vehicles shall enter and exit the site in a forward direction.
8. All stormwater generated by the development shall be appropriately collected and disposed of without entering or jeopardising the safety of the adjacent arterial road network

Notes:

- 1) If you are building up to a common boundary, you are strongly encouraged to consult with the adjoining property owner before commencing any work.

Section 5 of the Fences Act, 1975 requires you to give formal notification to, and consult with, the adjoining property owner if you are replacing an existing fence or building a freestanding wall along the common boundary that would, for all purposes, be a dividing fence. A wall that forms part of a building to be located along the boundary is also subject to this formal requirement.

- 2) It is highlighted that any existing crossing places not providing vehicle access on the approved plans shall be closed off to Council's requirements and any new or modified crossing places shall be constructed to Council's requirements. New vehicle crossing places shall be located a minimum of 1000mm from any existing or proposed verge features (ie: crossing places, stormwater connections, stobie poles) and a minimum of 2000mm from any existing street tree (unless approval is granted by Council for a closer offset).

An "Application to Construct a Vehicular Crossing Place(s) Across Council Land" is required to be lodged (including payment of lodgement fee) and approved by Council's City Assets Department prior to the undertaking of any works. Council's crossing place and reinstatement design details are contained within this application.

- 3) It is highlighted that any existing stormwater drainage connection(s) not required on the approved plans shall be removed to Council's requirements and any new or modified stormwater drainage connection(s) shall be constructed to Council's requirements. New stormwater drainage connection(s) shall be located a minimum of 1000mm from any existing or proposed verge features (ie: crossing places, stormwater connections, stobie poles) and a minimum of 2000mm from any existing street tree (unless approval is granted by Council for a closer offset).

An "Application to Connect a Stormwater Drain(s) Across Council Land" is required to be lodged (including payment of lodgement fee) and approved by Council's City Assets Department prior to the undertaking of any works. Council's stormwater connection design details are contained within this application.

- 4) It is highlighted that any new or modified underground consumer mains connection(s) with the road reserve shall be constructed to Council's requirements.

An "Application for Permission to Lay Underground Consumer Mains within Council Land" is required to be lodged (including payment of lodgement fee) and approved by Council's City Assets Department prior to the undertaking of any works. Relevant requirements and design details are contained within this application.

- 5) The cost of rectifying any conflict with existing Council infrastructure arising out of this development will be borne by the applicant.
- 6) No street trees are to be removed without prior approval from Council and shall be replaced at the applicant's expense to the satisfaction of Council.
- 7) Any access over or works undertaken on Council owned land (including but not limited to works relating to reserves, crossovers, driveways, landscaping, footpaths, street trees and stormwater connections), will require the approval of the Council's City Assets Department. Further information and/or specific details can be obtained by phoning Council on 8416 6333.
- 8) Prior to the commencement of construction of the development herein approved, it is recommended that the applicant employs the services of a licensed Land Surveyor to carry out an identification survey of the subject land and to peg the true boundaries, to ensure that building work will be either on the true boundaries or the specified distance from the true boundaries of the subject land, as the case may be.
- 9) The applicant is reminded of its general environmental duty, as required by Section 25 of the Environment Protection Act, to take all reasonable and practical measures to ensure that the activities on the whole site, including during construction, do not pollute the environment in a way which causes or may cause environmental harm. Refer: http://www.epa.sa.gov.au/xstd_files/Water/Report/building_sites.pdf for additional detail.
- 10) The applicant is reminded that in accordance with the Aboriginal Heritage Act, it is an offence to damage, disturb or interfere with any Aboriginal site, object or remains. The Kurna Nation Cultural Heritage Association Inc is responsible for undertaking heritage surveys in this area, their contact details are:
Darren Wanganeen, Chairperson
c/- Emma Riggs
Camatta Lempens Pty Ltd Lawyers
Phone: (08) 8410 0211
Email: ERiggs@camattalempens.com.au
- 11) Once development approval is granted, the development must be:
 - a) Substantially commenced within twelve (12) months from the date of the decision of this Consent or Approval, otherwise this Consent or Approval will lapse at the expiration of twelve (12) months from this date (unless Council extends this period), and a new development application shall be required;
 - b) Fully completed within three (3) years from the date of the decision of this Approval, otherwise this Approval will lapse at the expiration of three (3) years from this date (unless Council extends this period), and a new development application shall be required; and
 - c) Any request for an extension of time must be lodged in writing with the Council prior to the expiry of the above-mentioned periods.
- 12) Pursuant to Section 86(1)(a) of the Development Act, 1993, you have the right of appeal to the Environment, Resources and Development Court against either (1) a refusal of consent or (2) any condition(s) which have been imposed on a consent. Any such appeal must be lodged with the Court within two (2) months from the day on which you receive this notification or such longer period allowed by the Court.

The Environment, Resources and Development Court is located in the Sir Samuel

Way Building, Victoria Square, Adelaide SA 5000 (GPO Box 2465, Adelaide SA 5001).

Document issue Date 16 August 2016



**Janine Lennon
Authorised Officer
City Development
City of West Torrens**

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of

TERMS OF INSTRUMENT NOT CHECKED
BY LANDS TITLES OFFICE

SCHEME DESCRIPTION
DEVELOPMENT NO: 211/C139/16

ANNEXURE B

Land Use Approval 211/1430/2015

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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
PURPOSES ONLY**

SERIES NO	PREFIX
	LF

AGENT CODE

LODGED BY:

CORRECTION TO:

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

- 1
- 2
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- 4
- 5

PICK-UP NO.	
CP	

CORRECTION	PASSED
FILED	
REGISTRAR-GENERAL	

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.



Certificate of Insurance

ABN 29 008 096 277

Luke Hayden
Community Corporation 41009 inc
C/- Whittles Strata Management
P.O. Box 309
KENT TOWN SA 5071

Date: 06.06.2025
Invoice No: I4795804

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

Class Residential Strata/Community Corporation

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

Period 30.06.2025 to 30.06.2026

Policy No. POL11067224

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 41009 inc
Residential Strata/Community Corporation

RESIDENTIAL STRATA/COMMUNITY CORPORATION

INSURED:

Community Corporation 41009 Inc

SITUATION:

365a Marion Road, Plympton SA 5038

INTEREST INSURED:

Building Sum Insured	\$	1,800,000
Common Contents Sum Insured	\$	18,000
Loss of Rent/Temporary Accommodation	\$	270,000
Catastrophe/Emergency Cover		Not Insured
Flood		Insured
Storm Surge		Not Insured
Glass		Insured
Theft		Insured
Public Liability	\$	30,000,000
Voluntary Workers		Insured
Weekly Benefit	\$	2,000
Capital Benefit	\$	200,000
Fidelity	\$	100,000
Office Bearers Liability	\$	250,000
Machinery Breakdown		Not Insured
Government Audit Costs	\$	25,000
Appeal expenses - common property health and safety breaches	\$	100,000
Legal Defence Expenses	\$	50,000
Lot owners fixtures and fixings	\$	300,000
Floating floors		Insured
Loss of Market Value		Not Insured
Workers Compensation (ACT, WA & TAS ONLY)		Not Insured
EXCESS:		
Standard Excess	\$	1,000

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277
176 Fullarton Road
DULWICH
S.A. 5065

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PO Box 309
KENT TOWN S.A. 5071

COVERAGE SUMMARY

Community Corporation 41009 inc
Residential Strata/Community Corporation

Flood Excess	\$	1,000
Storm Surge Excess		Not Applicable
Public Liability Excess		Nil
Voluntary Workers Excess		Nil
Fidelity Excess		Nil
Office Bearers Liability Excess		Nil
Machinery Breakdown Excess		Not Applicable
Government Audit Excess		Nil
Appeal Expenses Excess		Nil
Legal Defence Expenses Excess		\$1,000 + 10% contribution
Other excesses payable are shown in the Policy Wording		

ADDITIONAL POLICY BENEFITS AND CONDITIONS:

Flood Sub Limit

For any claim arising from Flood, We will pay up to \$10,000,000 or the Building Sum Insured (whichever is the lesser) in the aggregate in respect of the Event(s) under Section 1 of the Policy, subject to any sub-limits applicable for those Event(s).

MAJOR EXCLUSIONS :Terrorism
Others As Per Policy

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

UNDERWRITING INFORMATION:

Year Built	2017
Primary Wall Construction	Brick
Secondary Wall Construction	Besser Block
Roof Construction	Colourbond
Floor Construction	Concrete

Aluminium Composite Panels	No
Heritage Listed	No

Fire Protection

Sprinkler systems in the complex basement/carpark?	No
Sprinkler systems in the complex units?	No
Fire hose reels located throughout the complex?	No

Number of Units	10
Number of Levels	2
Number of Basements	0
Number of Lifts	0
Number of Pools/Spas	0
Number of Gyms	0
Number of Playgrounds	0
Number of Water Features	0
Number of Jetties/Wharfs	0
Number of Separate Buildings	1

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 41009 inc
Residential Strata/Community Corporation

% of EPS	0	%
% Commercial Tenants	0	%

Additional Construction Comments:
Erected on the land is a double-storey building comprising ten (10) att
attached apartment style home units in very good condition.
WALLS - Clay brick/hebel/weatherboard cladding

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Residential Strata PDS & Policy Wording



**STRATA COMMUNITY
INSURANCE**



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Product Disclosure Statement

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

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

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

Insurer

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

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

- (a) in New South Wales, by Allianz Australia Workers' Compensation (NSW) Limited ABN 17 003 087 545, GPO Box 5429, Sydney, NSW, 2000, authorised agent for icare NSW.
- (b) in Victoria, by Allianz Australia Workers' Compensation (Victoria) Limited ABN 98 059 835 791, GPO Box 9870, Melbourne, VIC, 3000, authorised agent of WorkSafe Victoria.

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

The preparation date of the PDS is 1 February 2021.

Authority to act for us

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

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

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

About Strata Community Insurance Agencies Pty Ltd

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

What You should read

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

You should also carefully read:

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

Summary of cover, significant benefits and risks

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

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

Claims Made Notice

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

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

What You are covered for / not covered for ⚠

Section 1 - Insured Property

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

Under Part A -

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

Under Part B -

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

Under Part C -

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

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



Some Events We do not cover include:

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

Section 2 - Liability to others

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

Section 3 - Voluntary Workers

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

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



Some Events We do not cover include:

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

Section 4 - Workers compensation

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

Section 5 - Fidelity guarantee

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

Section 6 - Office bearers liability

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

Section 7 - Machinery breakdown

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

Section 8 - Catastrophe insurance

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

Other benefits include:

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



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

Section 9 - Government audit costs and legal expenses

Section 9 provides cover for:

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

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

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

Section 10 – Lot Owners' fixtures and fittings

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

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

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

Section 11 - Loss of Lot market value

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

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

Other important information

Some other important things to remember are:

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

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

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

Monetary limits on cover

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

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

Review Your sums insured regularly

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

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

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

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

Payment of Excesses

Excesses may apply to any claim under this insurance.

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

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

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

Goods and Services Tax (GST) Notice

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

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

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

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

Applying for cover

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

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

The cost of this insurance

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

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

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

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

Cooling off period

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

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

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

Your duty of disclosure

Before You enter into a contract of general insurance with Us, You have a duty, under the *Insurance Contracts Act 1984* (Cth), to disclose to Us every matter that You know, or

could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

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

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

Your duty however does not require disclosure of any matter:

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

Non-disclosure

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

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

The General Insurance Code of Practice

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

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

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

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

How to make a claim

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

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

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

When You make a claim You must:

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

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

Complaints

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

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

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

AFCA's contact details are:

The Australian Financial Complaints Authority

Online: www.afca.org.au

Phone: 1800 931 678

Email: info@afca.org.au

Mail: GPO Box 3 Melbourne VIC 3001

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

Privacy Notice

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

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

How We Collect Your Personal Information

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

Why We Collect Your Personal Information

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

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

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

Who We Disclose Your Personal Information To

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

Disclosure Overseas

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

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

Access to Your Personal Information and Complaints

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

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

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

Telephone Call Recording

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

Your consent

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

Updating Our Product Disclosure Statement

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

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

Financial Claims Scheme

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

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

Terrorism Insurance Act

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

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

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

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

For further information contact Strata Community Insurance.

Further information and confirmation of transactions

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



Policy Wording: Residential Strata Community

DRAFT

Important information

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

What makes up this Policy

This Policy Wording, the Schedule and any Endorsements:

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

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

Payment of Premium

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

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

Payment by Instalment

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

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

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

Adjustments on renewal

Notice

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

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

Indexation

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

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

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



Indexation does not apply:

- i. *if Your Sums Insured under **Section 1 Parts A and B** and **Section 8** exceed \$100,000,000 in total;*
- ii. *to any other policy limit contained in **Sections 1 and 8**.*

Instalment payments

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

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

Loyalty discount

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

You must disclose all previous claims

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

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

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

For example We may be entitled to:

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

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

Claims procedures

1. What You must do

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

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

2. What You should not do

Whatever the circumstances You should not:

- (a) admit guilt or fault (except in court or to the Police);
- (b) admit or deny liability if an incident occurs which is likely to result in someone claiming against You for something We insure;
- (c) offer or negotiate to pay a claim;
- (d) dispose of any damaged items without taking reasonable steps to keep the items or first seeking Our approval. To ensure You are covered, please contact Us before any disposal.

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

3. How to make a claim

When You make a claim You must:

- (a) promptly inform Strata Community Insurance by telephone, in writing or in person. If Your notification is late and results in higher costs for Us or harms Our investigation opportunities Our liability may be reduced and it may even be reduced to nil;
- (b) provide details of what has occurred and when requested complete and return Our claim form promptly together with proof to support your claim. Examples of proof include any letters, documents, valuations, receipts or evidence of ownership that You have been reasonably asked to provide;
- (c) comply with reasonable requests to provide written statements under oath if We require it;
- (d) comply with reasonable requests to be interviewed about the circumstances of the claim, if We require this;

- (e) allow Us to inspect Your Insured Property at reasonable times and frequencies and take possession of any damaged item to deal with it for reasonable purposes and in a reasonable way;
- (f) provide Us as soon as reasonably possible with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the Event.

4. Approval needed for repairs

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

5. Repairs or Replacement

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

6. You must assist Us

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

- (a) comply with all the requirements of this Policy. We may reduce or refuse Your claim to the extent We are prejudiced by Your non-compliance;
- (b) give Us all information and assistance which We reasonably require in relation to the claim and any proceedings; and
- (c) allow Us access to any and all documents that We reasonably require to ascertain the maintenance history of the Building.

7. False or misleading information

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

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

8. Claim administration and legal proceedings

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

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

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

9. Salvage value

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

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

10. Contribution

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

Acts or omissions of Your Strata Community Manager

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

Cancelling Your Policy

- (a) You may cancel all or part of this Policy at any time by giving Us notice in writing.
- (b) We may cancel this Policy on any of the grounds set out in the *Insurance Contracts Act 1984* (Cth) and We will always tell You of this in writing.
- (c) When We have agreed to accept payment of Premium by instalments, You must ensure that they are paid on time. We will notify You if an instalment has not been paid and We will try to deduct the overdue amount along with Your next regular payment. If the next attempt to deduct the outstanding amount fails, We will cancel Your policy for non-payment. We will send You a notice advising You of cancellation, and cancellation will be effecting 14 days from the date of this notice.
- (d) On cancellation, a refund of Premium will be calculated equal to the unexpired period of this Policy less any non-refundable Government charges and any component of the Premium relating to levies where applicable.
- (e) Where We have paid the total Sum Insured on a claim under any Section, that Section of Your Policy with Us is deemed to have been fulfilled and there is no refund of any Premium.

Goods and Services Tax (GST) Notice

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

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

When You are:

- (a) not registered for GST:
We will pay up to the Sum Insured, limit of indemnity or other Policy limit including GST.
- (b) registered for GST:
 - (i) and We have arranged services directly with the service provider, We will pay up to the relevant Sum Insured or other policy limit including GST
 - (ii) when We settle direct with You We will pay up to the

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

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

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

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

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

General conditions - which apply to all Sections unless otherwise stated

1. Alteration of risk

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

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

2. Excess

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

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

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

3. Joint insureds, interested parties

- (a) When more than one party is named on the Schedule as an insured We will treat each as a separate and distinct party. The words You, Your, Yours will apply to each party in the same manner as if a separate Policy had been issued to each party;
- (b) When any other party or entity has a legal insurable interest in Your Insured Property duly notated in Your records We will treat each party or entity as a third party beneficiary without notification or specification provided such interest is fully disclosed to Us in the event of Loss or Damage;

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

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

- (a) shall not be prejudicial to the rights and entitlements of the other insured party(ies) or third party beneficiaries; provided that
- (b) the other insured party(ies) or third party beneficiaries upon becoming aware of any such act, breach or non-compliance which increases the risk of loss, damage or liability give Us written notice within a reasonable time.

4. Reinstatement of Sum Insured

After We have admitted liability for a claim We will:

- (a) for claims up to ten percent (10%) of Your Sum Insured:
 - (i) automatically reinstate Your Sum Insured and/or other limits to their pre-loss amount without charge;
- (b) for claims in excess of ten percent (10%) of Your Sum Insured:
 - (i) automatically reinstate Your Sum Insured and/or other limits to their pre-loss amount, provided You pay or agree to pay an additional Premium as we may require, based on the amount of the claim and the unexpired term of the Policy.



This condition does not apply:

- (a) *when We pay a total loss or constructive total loss;*
- (b) *when We pay the full Sum Insured;*
- (c) *to Section 1; Part A Events 7), 20), and 22) Part B Event 4), and Part C Event 7);*
- (d) *to Sections 6 and 9.*



General exclusions - what is not insured under any Section

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

1. Act of Terrorism

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

- (a) *any Act of Terrorism;*
- (b) *any action taken in controlling, preventing, suppressing, retaliating against or responding to an Act of Terrorism;*
- (c) *biological, chemical, nuclear or radioactive contamination, pollution, weapons or explosion arising from an Act of Terrorism;*
- (d) *non-material damages or non-physical damages of any kind arising from or in any way connected with an Act of Terrorism; or*
- (e) *any threat of an Act of Terrorism.*

2. Cyber and Electronic Data

- (a) *the total or partial damage to, loss, destruction, distortion, erasure, corruption, alteration, misinterpretation, theft or other dishonest, criminal, fraudulent or unauthorized manipulation of Electronic Data from any cause whatsoever (including, but not limited to Computer Attack and/or a Cyber War & Terrorism Event) or loss of use, reduction in functionality, loss, cost, expense and/or fee of whatsoever nature resulting therefrom; or*
- (b) *an error in creating, amending, entering, deleting or using Electronic Data, or*
- (c) *total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all,*

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

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

3. Intentional damage

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

4. Nuclear

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

- (a) *any nuclear fuel or nuclear waste or*
- (b) *the combustion of nuclear fuel (including any self-sustaining process of nuclear fission), or*
- (c) *nuclear weapons material.*

5. War

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

6. Lawful seizure

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

7. Sanctions

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

General definitions - the meaning of some words

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

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

Act of Terrorism

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

- (a) *involves violence against one or more persons; or*
- (b) *involves damage to property; or*
- (c) *endangers life other than that of the person committing the action; or*
- (d) *creates a risk to health or safety of the public or a section of the public; or*
- (e) *is designed to interfere with or to disrupt an electronic system.*

Agreed Value

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

Common Area

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

Computer Attack

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

Cyber War & Terrorism Event

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

Cyberterrorism

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

Depreciation

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

Earth Movement

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

Electronic Data

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

Endorsement

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

Erosion

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

Event(s)

means a happening or an incident not intended to happen

that occurs during a particular interval of time, or a series of happenings or incidents consequent upon or attributable thereto, which causes or results in Loss or Damage or a legal liability to pay compensation which is claimable under this Policy.

Excess

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

Floating Floors

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

Flood

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

- (a) a lake (whether or not it has been altered or modified);
- (b) a river (whether or not it has been altered or modified);
- (c) a creek (whether or not it has been altered or modified);
- (d) another natural watercourse (whether or not it has been altered or modified);
- (e) a reservoir;
- (f) a canal;
- (g) a dam.

Fusion

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

Indemnity Value

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

Insured Property

(a) Building

Building means:

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

- (i) outbuildings;
- (ii) fixtures and structural improvements including

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

- (iii) tennis courts, in-ground swimming pools and spas;
- (iv) fixed or built in plant, equipment and appliances;
- (v) floor coverings but excluding carpets (whether fixed or un-fixed) and Floating Floors;
- (vi) marinas, wharves, jetties, docks, pontoons, swimming platforms, or similar type facilities (whether fixed or floating) that are used for non-commercial purposes and that do not provide fuel distribution facilities, unless You advise Us and We otherwise agree in writing;
- (vii) satellite dishes, radio, television and other antennas including their associated wiring, masts, footings, foundations, moorings and towers;
- (viii) underground and overhead services;
- (ix) unfixed building materials and uninstalled fittings that are to be fitted to Your Insured Property but limited to an amount not exceeding 10% of the Sum Insured for Insured Property, or \$100,000, whichever is the lesser.

(b) **Common Area Contents**

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

- (i) furniture, furnishings, household goods, light fittings, internal blinds, curtains, unfixed artwork, curios, fire extinguishers and the like;
- (ii) freestanding appliances such as refrigerators, freezers, washing machines and dryers, other electrical items;
- (iii) carpets (whether fixed or unfixed), floor rugs and Floating Floors;
- (iv) computers, electronic equipment and office equipment;
- (v) swimming pools or spas that are not in-ground including their covers and accessories;
- (vi) wheelchairs, garden equipment including lawn mowers, golf carts, golf buggies or other similar type items but only if such item is not required to be registered;

that You own or have legal responsibility for:

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



Building and Common Area Contents do not include:

- *aircraft, caravans, trailers, Vehicles (other than garden appliances not required to be registered), hovercraft and Watercraft including their accessories or spare parts whether fitted or not;*

- *damage to internal paintwork and wallpapering of Lots in New South Wales and Australian Capital Territory unless You include Optional Cover 3 of Section 1;*
- *livestock, fish, birds or other animals;*
- *Lot Owners' Contents and any other personal property of theirs;*
- *Lot Owners' Floating Floors installed within their Lot unless You include Optional Cover 2 of Section 1;*
- *money, other than as covered under Event 14 of Part A of Section 1;*
- *plants, hedges, trees, shrubs, gravel, shale, stones, clay or soil on paths or driveways or tennis courts, soil or bark or mulch in gardens other than as covered under Event 3 of Part B of Section 1;*
- *temporary wall, floor and ceiling coverings within a Lot;*
- *mobile or fixed air-conditioning units servicing an individual Lot (Queensland).*

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

Land Value

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

Loss or Damage

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

Lot

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

Lot Owners(')

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

Lot Owners' Contents

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

- (a) freestanding appliances such as dishwashers, washing machines and dryers;
- (b) computers, electronic and electrical equipment, garden equipment;

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

Lot Owners' Fixtures and Improvements

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

Members

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

Period of Insurance

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

Policy

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

Premium

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

Rainwater

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

Rent

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

Replacement

means:

- (a) the reasonable cost of rebuilding, replacing or repairing Your Insured Property to a condition which is equivalent to or substantially the same as but not better nor more extensive than when it was new; and
- (b) the extra costs necessarily incurred to:
 - (i) alter or upgrade Your Insured Property to comply with Public, Statutory or Environmental Protection

Authority requirements;

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

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

Schedule

means one of the following

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

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

Situation

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

Storm

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

Storm Surge

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

Strata Community

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

Strata Community Manager

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

Sum Insured

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

- (a) during any one Period of Insurance; or
- (b) unless a specified limit is otherwise stated in a Section.

Temporary Accommodation

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

Tenant

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

Tsunami

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

Vehicle(s)

means:

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

Voluntary Worker

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

Watercraft

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

Wear, Tear

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

We, Our, Us

means:

- (a) Allianz Australia Insurance Limited Subject to b) and c) below;
- (b) Allianz Australia Workers Compensation (NSW) Limited in respect of **Section 4** when insurance for New South Wales is provided, and
- (c) Allianz Australia Workers Compensation (Victoria) Limited in respect of **Section 4** when insurance for Victoria is provided.

You, Your, Yours

means:

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

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

- (i) the interest therein of Members;
- (ii) Lot Owners in respect of **Parts B and C of Section 1, Part B of Section 7 and Part B of Section 8;**

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

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

- (i) the interest therein of Members;
- (ii) the organisers of recreational and other activities in respect of **Section 2 (1) (b) (v);**
- (iii) a Voluntary Worker whilst engaged solely in work or duties on behalf of the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule but does not include Office Bearers while acting in that capacity.
- (iv) in regard to Special condition 2, Adjoining property extension only, the owner and/or leaseholder of adjacent property.

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

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

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

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

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

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

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

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

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

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

Section 1 - Insured Property

What We cover

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

Section 1 - Part A

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

You are covered for the following Events.

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

- (a) (i) architects fees, surveyors fees and other professional fees;
- (ii) removal, storage and/or disposal of debris, being the residue of Your damaged Insured Property (including debris required to be removed from adjoining or adjacent public or private land), damaged Lot Owners and occupiers Contents and of anything which caused the Loss or Damage;
- (iii) clearing, cleaning and repairing drains, gutters, sewers and the like where the blockage causes or is the result of physical damage to the pipe or drain;
- (iv) dismantling, demolishing, shoring up, propping, underpinning, or other temporary repairs;
- (v) demolition and disposal of any undamaged portion of Your Insured Property including undamaged foundations and footings in accordance with a demolition order issued by a Public or Statutory Authority;
- (b) Fees, contributions or imposts required to be paid to any Public or Statutory Authority to obtain their authority to rebuild, repair or replace Your Insured Property but We will not pay for any fine or penalty imposed by any such Authority.
- (c) Legal fees You necessarily incur in making submissions and/or applications to any Public or Statutory Authority, Builders Licensing Board, or Land and Environment Courts.
- (d) Loss or Damage to fences and gates as a result of Storm.



We will not pay:

- (i) *if gradually operating causes (such as but not limited to Wear, Tear, gradual corrosion, gradual deterioration, wet or dry rot, rust, vermin or insects) primarily contribute towards the Loss or Damage;*
- (ii) *unless We are notified and given a reasonable time to inspect the Loss or Damage before any repair or Replacement is commenced. To ensure You are covered, please contact Us before any repair or Replacement to confirm approval for these costs.*

- (e) Loss or Damage caused by a Tsunami.
- (f) Loss or Damage caused by emergency services such as police, fire brigade, ambulance or others acting under their control, in gaining access to Your Insured Property in the lawful pursuit of their duty.
- (g) Sudden and unforeseen Loss or Damage caused by smoke or smut from industrial operations but excluding Loss or Damage resulting from any gradually operating cause.
- (h) Reasonable emergency repair costs You necessarily incur in pursuance of Your duty to minimise insured Loss or Damage and avoid further losses.
- (i) Reasonable costs for the temporary protection and safety of Your Insured Property and residents that You necessarily incur as a result of Loss or Damage that is admitted as a claim under **Section 1**.

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

2. Act of Terrorism

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

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

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

3. Alterations / additions

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

(a) during the construction period:

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

- (i) the value of such work does not exceed that amount; or
- (ii) You notify Us and We otherwise agree in writing before the commencement of such work.



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

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

(b) upon practical completion:

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

- (i) You notify Us as soon as reasonably possible after the practical completion of such alterations, additions or renovations;
- (ii) You have Your property revalued for insurance purposes as soon as reasonably possible after such practical completion, and if You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay; and
- (iii) if requested pay any extra Premium We may require.

4. Arson reward

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

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

5. Electric motors

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

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

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



We will not pay for:

- (a) *motors if covered under a guarantee or warranty or maintenance agreement;*
- (b) *other parts of any electrical appliance nor for any software;*
- (c) *lighting or heating elements, fuses, protective devices or switches;*
- (d) *contact at which sparking or arcing occurs in ordinary working.*

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

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

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

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

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

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

occupying any part of Your Insured Property without Your consent.



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

8. Environmental improvements

If Your Insured Property is:

- (a) damaged by an Event claimable under **Section 1**; and
- (b) the cost to rebuild, replace or repair the damaged portion is more than twenty five percent (25%) of what the cost would have been had Your Insured Property been totally destroyed;

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

9. Exploratory costs, Replacement of defective parts

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

- (a) bursting, leaking, discharging or overflowing of water tanks, water apparatus or water pipes; or
- (b) bursting, leaking, discharging of gas tanks, gas apparatus or gas pipes; or
- (c) leakage of oil from any fixed oil installation, including tanks, apparatus and pipes;

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

We will also pay:

- (i) up to \$1,000 for the repair or replacement of the defective part or parts of such tanks, apparatus, pipes or other installations giving rise to the Loss or Damage; and
- (ii) up to \$1,000 to rectify contamination damage or pollution damage to land at Your Situation caused by the escape of the liquid giving rise to the Loss or Damage.



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

10. Fallen trees

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

- (a) the removal and disposal of trees or branches;
- (b) the cost of treating the stump or root to prevent re-growth;

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



We will not pay for removal or disposal of:

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

11. Fire extinguishing

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

- (a) extinguishing a fire at Your Situation, or in the vicinity of Your Situation and threatening to involve Your Insured Property or for the purpose of preventing or diminishing damage including the costs to gain access to any property;
- (b) replenishing fire fighting appliances, replacing used sprinkler heads, and resetting fire, smoke and security alarm systems;
- (c) shutting off the supply of water or any other substance following the accidental discharge or escape of such substances from fire protective equipment.

12. Keys, lock replacement

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

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

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

13. Meeting room hire

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

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

14. Modifications

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

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

15. Money

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



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

- (a) *any person in Your employment;*
- (b) *a Lot Owner, including any family member permanently residing with them; or*
- (c) *a proxy of a Lot Owner.*

16. Mortgage discharge

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

17. Personal property of others

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

18. Purchaser's interest

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

19. Records

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

20. Removal of nests

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



We will not pay:

- (a) *unless You first obtain Our consent to incur such costs. Please contact Us to confirm consent for these costs;*
- (b) *for the cost of removing any nests that existed prior to the inception of **Section 1**.*

21. Removal, storage costs

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

- (a) removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;
- (b) storing such undamaged portion at that place or an equivalent alternate place;
- (c) returning such undamaged portion to the Situation when restoration work is completed;
- (d) insuring Your undamaged Insured Property during such removal, storage and return;

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

22. Removal of illegally deposited rubbish

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



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

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

23. Water removal from basement

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



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

Section 1 - Part B

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

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

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

1. (a) Rent

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

- (i) Loss or Damage that is admitted as a claim under **Section 1**; or
- (ii) reasonable access to or occupancy of the Common Area or Lot is prevented by damage from an Event claimable under **Section 1** happening to other property in the immediate vicinity.

We will pay:

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

(b) Temporary accommodation

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

- (i) Loss or Damage that is admitted as a claim under **Section 1**; or
- (ii) reasonable access to or occupancy of their Lot is prevented by damage from an Event claimable under **Section 1** happening to other property in the immediate vicinity.

We will pay:

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

(c) Disease, murder and suicide

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

- (i) the cost of Temporary Accommodation necessarily incurred;
- (ii) Rent that is lost;

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

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

occurring at Your Situation.



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

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

(d) Failure of supply services

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

- (i) the cost of Temporary Accommodation necessarily incurred;
- (ii) Rent that is lost;

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

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

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

2. Cost of reletting

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

- (a) Loss or Damage that is admitted as a claim under **Section 1**; and
- (b) Your Tenant at the time of the Event subsequently advises they will not be reoccupying the Common Area or the Lot they previously leased;

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

3. Landscaping

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

4. Removal of squatters

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



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

5. Title deeds

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

Section 1 - Part C

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

1. Emergency accommodation

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

- (a) the Lot Owner; and/or
- (b) the Tenant named on the lease, rental or similar type agreement;

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

- (i) Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**; or
- (ii) reasonable access to or occupancy of the Lot is prevented by Loss or Damage from an Event claimable under **Section 1** happening to other

property in the immediate vicinity; or

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

However under Clause 1 b) above We will:

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

2. Funeral expenses

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

3. Lot Owners' contributions and fees

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

4. Lot Owners' removal and storage costs

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

- (a) removing their undamaged Contents to the nearest place of safe keeping;
- (b) storing their undamaged Contents at that place or an equivalent alternate place;
- (c) returning their undamaged Contents to Your Situation when occupancy of their Lot is permitted;
- (d) insuring their undamaged Contents during such removal, storage and return;

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

5. Lot Owners travel costs

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



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

6. Pets, security dogs

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

- (a) Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**; and
- (b) Temporary Accommodation does not allow pets or security dogs.

7. Sale of Lot

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

- (a) the actual interest charges a Lot Owner incurs on capital borrowed (such as bridging finance) in anticipation of the sale proceeds of the Lot; or
- (b) in any other case, the loss of potential investment interest on the sale proceeds of the Lot until the time settlement is finalised.

The method of calculation on this will be;

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

Whereas:

CR = Reserve Bank of Australia (current target cash rate)

SP = Sale proceeds

DL = No of days in investment



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

Optional Covers

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

1. Flood

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

2. Floating floors

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

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

Provided Your Sum Insured under **Section 1** is not

otherwise exhausted We will pay for the cost of repainting or re-wallpapering internal walls or ceilings of a Lot if damaged by an Event claimable under **Section 1**.

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



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

1. We will not pay for Loss or Damage:

- (a) *caused by Flood.*

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

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

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

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

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

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

- (d) *caused by non-rectification of an Insured Property defect, error or omission that You were aware of, or should reasonably have been aware of.*
- (e) *caused by overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current.*

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

- (i) Fusion of electric motors as covered under Event 5) of **Part A**;
- (ii) lightning;
- (iii) power surge when such Event is confirmed by the supply authority; or
- (iv) resulting fire damage.
- (f) *caused by any action of the sea, high water or high tide, Storm Surge or tidal wave.*

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

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

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

- (i) earthquake or seismological disturbance, Tsunami, explosion, physical impact by aircraft;
- (ii) bursting, leaking or overflowing of water tanks, pipes, drains, gutters or other water or liquid carrying apparatus; and
- (iii) Flood if Optional Cover 1 is shown as included on Your Schedule.

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

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

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

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

- (j) *caused by the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds.*
- (k) *caused by smut or smoke from industrial operations.*

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

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

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

- (m) *due to normal settling, creeping, heaving, seepage, shrinkage, or expansion in buildings, foundations / footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other structural improvements.*
- (n) *to water in swimming pools, spas or water tanks.*
- (o) *to glass caused by artificial heat, during installation or removal, that has a crack or imperfection, or is required to be insured by any other party in terms of an occupancy agreement.*
- (p) *to carpets and other floor coverings resulting from staining, fading or fraying.*

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

- (q) *to boilers (other than boilers used for domestic*

purposes), economisers or pressure vessels and their contents resulting from the explosion thereof.

- (r) *to Your Insured Property if it is vacant and undergoing demolition unless Our written consent to continue cover has been obtained before the commencement of demolition.*
- (s) *to Your Insured Property directly resulting from construction, erection, alteration or addition where the value of such work exceeds \$500,000 unless Our written consent to continue cover has been obtained before the commencement of such work.*

However We will pay for Loss or Damage that results from any other Event claimable under **Section 1**.

2. We will not pay for:

- (a) *demolition ordered by any Public or Statutory Authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement or due to the incorrect siting of Your Insured Property;*
- (b) *the cost of rectifying faulty or defective materials or faulty or defective workmanship;*
- (c) *consequential loss, meaning We don't cover You for anything not expressly described under **Parts A, B and C**. Some examples of what We won't pay for include loss of use or Depreciation.*
- (d) *the cost of clearing blocked pipes or drains unless the blockage causes or is the result of physical damage to the pipe or drain.*

However We will pay for water or liquid damage to Your Insured Property resulting from the overflow of such blocked pipes or drains.

Claims - basis of settlement

1. Replacement

If Your Insured Property is damaged, We may choose (acting reasonably) to either rebuild, replace, repair or pay the amount it would cost to rebuild, replace or repair.

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

- (a) the necessary work of rebuilding, replacing or repairing (which may be carried out upon another site or in any manner suitable to Your requirements provided Our liability is not increased), must be commenced and carried out without unreasonable delay (provided that You will not be responsible for any delay caused by Us);
- (b) where Your Insured Property contains any architectural or structural feature of an ornamental, heritage or historical character or where materials used in the original construction are not readily

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

- (c) if it is lawful, and with Our prior written consent, You will not be required to actually rebuild any building destroyed but may purchase an alternative existing building or part thereof to replace all or part of the one destroyed. Such Replacement will be deemed to constitute Replacement for the purpose of this insurance provided Our liability is not increased;
- (d) if You cause unreasonable delays in commencing or carrying out Replacement, We will not pay any extra costs that result from that delay;
- (e) when We wish to rebuild, replace or repair and You do not want this to occur We will only pay Indemnity Value.



We will not pay for the cost to:

- (i) *rebuild or replace Your undamaged Insured Property;*
- (ii) *rebuild, replace or repair illegal installations.*

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

2. Undamaged part of Insured Property, foundations and footings

If Your Insured Property is damaged and any Public or Statutory Authority requires replacement to be carried out on another site We will pay for the value of any undamaged part of Your Insured Property, including foundations and footings, as though they had been destroyed.

If the sale value of the original Situation with such undamaged part is greater than without them We will deduct the amount of such difference from any settlement otherwise payable by Us.

3. Floor space ratio

If Your Insured Property is damaged and Replacement is limited or restricted under an Ordinance or Regulation issued by a Public or Statutory Authority requirement that results in the reduction of the floor space ratio index, We will pay the difference between:

- (a) the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; and
- (b) the estimated cost of Replacement at the time of Loss or Damage had the reduced floor space ratio index not applied.

4. Land value

We will pay the difference between Land Value before and after Loss or Damage if any Public or Statutory Authority refuses to allow Your Insured Property to be replaced or only allows partial Replacement, less any sum paid by way of compensation by any such Authority.

5. Claim settlement (when **Section 11** is shown as a Sum Insured on the Schedule)

When **Section 11** is shown on the Schedule as a Sum Insured We agree that We will treat Your Sum Insured under **Section 1** on an Agreed Value basis.

In the event of Loss that results in:

- (a) a total loss or constructive total loss of Your Insured Property and Your Strata Community Title and all Lot Titles are terminated We will pay You the Sum Insured shown on the Schedule for **Section 1**.
- (b) a partial loss and some but not all Lot Titles are terminated We will, in respect of the Lots where title has been terminated, pay You the amount calculated on the percentage of the Sum Insured for **Section 1** that the affected Lot entitlements bear to the total Strata Community entitlement.

When We pay a claim under Clause 5) b), any Loss or Damage to Lots where Title has not been terminated will be settled in terms of Clause 1) Replacement above but Your Sum Insured thereunder will be reduced by the amount We pay under Clause 5) b).

Special provisions

1. Under Clauses 2), 3) and 4) of "Claims - basis of settlement" Our liability is limited to the extent to which the Sum Insured for **Section 1** is not otherwise expended.

Any differences relating to values may by agreement between us be referred to the President of the Australian Property Institute Inc. who will appoint a specialist valuer who is registered and qualified to carry out such valuations in accordance with accepted valuation practices. The valuer's decision will, if we so agree, be final and binding and who will at the same time decide as to payment of the costs of such referral.

2. Clauses 2), 3) and 4) of "Claims - basis of settlement" do not apply in respect of any claim settled in terms of Clause 5) Claim settlement above.

Special conditions

1. Removal of illegally deposited rubbish

Under Event 22 of **Part A** You must by way of Excess pay or contribute the first \$1,000 for each and every claim.

2. Professional fees

We will pay up to \$50,000 for the reasonable cost of professional fees and other expenses You necessarily incur with Our written consent in the preparation of a claim under **Section 1** and when applicable **Sections 8, 10 and 11**.

Section 2 - Liability to others

What We cover

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

1. We will pay up to the Sum Insured shown in the Schedule for Section 2 where You become legally responsible to pay compensation (including plaintiff's legal costs) for;

- Personal Injury; or
- Property Damage;

resulting from an Occurrence happening in connection with Your Business.

Automatic Extensions

(a) Financial Loss

We will pay up to the Sum Insured shown in the Schedule for **Section 2** where You become legally responsible to pay compensation awarded by a Tribunal or similar body for financial loss incurred by a Lot Owner arising out of Your failure to comply with Your statutory duty to maintain and repair common property.

(b) Other Extensions

We will pay up to the Sum Insured shown in the Schedule for **Section 2** where You become legally responsible to pay compensation for Personal Injury or Property Damage:

- (i) **Bridges, roadways, kerbing, footpaths, services** arising from bridges, roadways, kerbing, footpaths, underground and overhead services You own at the Situation.
- (ii) **Car park liability** to Vehicles in Your physical or legal control where such Property Damage occurs in a car park You own at the Situation.



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

- (iii) **Fertiliser, pesticide, herbicide application** arising from the application of any fertiliser, pesticide or herbicide to Your Common Area or Insured Property.



We will not pay:

- (a) *unless the fertiliser, pesticide or herbicide has been applied in conformity with any*

Public or Statutory Authority requirement or, in the absence of any such requirement, in conformity with the manufacturer's recommendations to the extent that the Personal Injury or Property Damage is caused or contributed to by such non-conformity;

- (b) *for Loss or Damage to Your Common Area or Insured Property, or its improvements including gardens and lawns, to which the fertiliser, pesticide or herbicide was being applied.*

- (iv) **Hiring out of sporting and recreational facilities** arising from the hiring out of sporting or recreational facilities (such as but not limited to tennis courts or swimming pools) owned by You.

- (v) **Recreational and other activities** arising from recreational, social or other activities arranged for and on behalf of Lot Owners and occupiers of Lots.

- (vi) **Services** arising out of the service or services You provide for the benefit, general use and enjoyment of Lot Owners and occupiers of Lots at Your Situation.

- (vii) **Watercraft** arising from any Watercraft (not exceeding 8 metres in length) owned by You, in Your possession or physical or legal control.



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

- (viii) **Garden equipment and unregistered vehicles** arising from any wheelchair, garden equipment including lawn mowers, golf cart, golf buggy or other Vehicle owned by You, in Your possession or physical or legal control.



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

2. Cost of defending a claim

We will pay in addition to the Sum Insured under 1) above:

- (a) all legal costs and expenses incurred by Us;
- (b) reasonable cost of legal representation You necessarily incur with Our written consent at a coronial inquest or inquiry into any death that may be the subject of a claim for compensation under **Section 2**;

- (c) other reasonable expenses You necessarily incur that We have agreed to reimburse; and
- (d) all interest accruing after judgment has been entered against You until We have paid, tendered or deposited in court the amount that We are liable to pay following judgment.

3. Court appearance

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



Exclusions - what We do not cover

We will not pay for any claim:

1. *in connection with any liability for Personal Injury to any employee arising out of or in the course of their employment with You.*
This exclusion does not apply to an 'eligible person' as defined under the *Workers' Compensation and Rehabilitation Act 2003* (Qld).
2. *in respect of liability imposed by the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated.*
3. *in respect of:*
 - (a) *damage to property belonging to, rented by or leased by You or in Your physical or legal control, other than as specifically provided by this **Section 2**;*
 - (b) *damage to property belonging to any person who is deemed a worker or employee within the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated;*
 - (c) *injury to or death of animals on Your Common Area;*
 - (d) *Personal Injury or Property Damage caused by animals on Your Common Area other than guard or watch dogs You employ for security purposes.*
4. *arising out of the rendering or failure to render professional advice by You or any error or omission connected therewith.*
This exclusion does not apply to the rendering or failure to render professional medical advice by a legally qualified medical practitioner, legally qualified registered nurse, dentist or first aid attendant You use to provide first aid services at Your Situation.
5. *arising out of the publication or utterance of a defamation, libel or slander:*
 - (a) *made prior to the commencement of **Section 2**;*
 - (b) *made by You or at Your direction when You knew it to be false.*

6. *arising out of the ownership, possession or use by You of any Vehicle, Watercraft, hovercraft, aircraft or aircraft landing areas other than as specifically provided in **Section 2**.*
7. *arising out of or in connection with the ownership of marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) if such facilities are used for commercial purposes or provide fuel distribution facilities, unless We otherwise agree in writing.*
8. *arising out of construction, erection, demolition, alterations or additions to Your Insured Property where the cost of such work exceeds \$500,000, unless You advise Us and obtain Our written consent to provide cover before commencement of such works.*
9. *arising from vibration or from the removal or weakening of or interference with the support of land or Buildings or any other property.*
10. *arising under the terms of any agreement unless liability would have attached to You in the absence of such agreement.*

This exclusion does not apply to:

- (a) liability assumed by You under any contract or lease of real or personal property;
- (b) liability assumed by You in the course of Your Business under the terms of any written agreement with the company, person or firm appointed to manage Your Business except where liability arises out of:
 - (i) any act of negligence on their part; or
 - (ii) by their default in performing their obligations under such agreement.
- 11. *arising out of or caused by the discharge, dispersal, release of or escape of pollutants into or upon property, land, the atmosphere, or any water course or body of water.*
This exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place during the Period of Insurance.
- 12. *arising out of or incurred in the prevention, removing, nullifying or clean-up of any contamination or pollution.*
This exclusion does not apply to clean-up, removal or nullifying expenses only which are incurred after a sudden, identifiable, unexpected and unintended happening that takes place in its entirety at a specific time and place during the Period of Insurance.
- 13. *for fines or penalties or for punitive, aggravated, exemplary or additional damages (including interest and costs) imposed against You.*
- 14. *made or actions instituted outside Australia that are governed by the laws of a foreign country.*
- 15. *for Liability to pay for personal injury or property damage, or any consequential loss arising therefrom*

(meaning anything not expressly described in the cover sections of this Policy, for example loss of use), caused by or arising directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos or in any way involving asbestos or asbestos contained in any materials in whatever form or quantity.

Special conditions

1. Strata Community Manager defence

If a claim is made jointly against You and Your Strata Community Manager solely by virtue of their relationship with You, We will treat Your Strata Community Manager as though they were You.



We will not indemnify Your Strata Community Manager if their joining in the claim is attributable to a negligent or wrongful act, error or omission of theirs when acting in a professional capacity, including but not limited to a performance of their obligations with respect to any management agreement or other contractual arrangement they may have in place with You.

2. Adjoining Property Extension

Section 2 is extended to include Your liability for any part of Your Insured Property that overhangs and/or infringes adjoining public or private property.

This extension provides compensation for claims arising out of such overhangs or infringement which solely and directly results from Your acts or omissions in connection with the Business.



We will not provide compensation for any claim for Personal Injury and/or Property Damage which happens independently of Your acts or omissions.

Special definitions

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

Business

means the ownership of Your Common Area and Insured Property unless You otherwise advise Us and We agree to such inclusion in writing.

Occurrence

means an Event, including continuous or repeated exposure to substantially the same general conditions, that results in Personal Injury or Property Damage neither expected nor intended to happen by You.

Personal Injury

means:

- (a) bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury;
- (b) false arrest, wrongful detention, false imprisonment or malicious prosecution;
- (c) wrongful entry or eviction or other invasion of the right of privacy;
- (d) a publication or utterance of defamatory or disparaging material;
- (e) assault and battery not committed by You or any Lot Owner or at Your or their direction unless committed for the purpose of preventing or eliminating danger to person or property;

that happens during the Period of Insurance anywhere in Australia.

Pollutants

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Property Damage

means:

- (a) physical damage to or destruction of tangible property including its loss of use following such physical damage or destruction; or
- (b) loss of use of tangible property that has not been physically damaged or destroyed provided that the loss of use has been caused by an Occurrence;

that happens during the Period of Insurance anywhere in Australia.

Section 3 - Voluntary Workers

What We cover

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

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

Events

- | | |
|---|-----------|
| 1. Death | \$200,000 |
| 2. Total and irrecoverable loss of all sight in both eyes | \$200,000 |
| 3. Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot | \$200,000 |
| 4. Total and permanent loss of the use of one hand or of the use of one foot | \$100,000 |
| 5. Total and irrecoverable loss of all sight in one eye | \$100,000 |
| 6. (a) Total Disablement from engaging in or attending to usual profession, business or Occupation - in respect of each week of Total Disablement: | |
| (i) a weekly benefit of | \$1,000 |
| or | |
| (ii) if You substantiate that the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion is greater than \$1,000 per week - the amount of such remuneration up to a maximum per week of | \$2,000 |
| (b) Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement: | |
| (i) a weekly benefit of | \$500 |
| or | |
| (ii) if You substantiate that the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced by more than \$500 per week - the amount of such reduction up to a maximum per week of | \$1,000 |

- | | |
|--|---------|
| 7. The reasonable and necessary cost of hiring or employing domestic assistance if a Voluntary Worker is totally disabled from performing | |
| (a) his/her usual profession, business, occupation; | |
| or | |
| (b) usual household activities; | |
| - in respect of each week of Total Disablement a weekly benefit not exceeding | \$500 |
| 8. The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding | \$2,000 |
| 9. The reasonable cost of home tutorial expenses if the Voluntary Worker is a full time student – in respect of each week of Total Disablement a weekly benefit not exceeding | \$250 |
| 10. The reasonable cost of burial or cremation of a Voluntary Worker following a claim payable under Event 1 – a benefit not exceeding | \$5,000 |



Exclusions - what We do not cover

We will not pay:

1. (a) *for more than one of Events 6) a) and 6) b) in respect of the same period of time;*
- (b) *under Event 6) a) and Event 6) b) in respect of persons not in receipt of wages, salaries or other remuneration from their personal exertion;*
- (c) *under Event 6) a) and Event 6) b) in excess of an aggregate of one hundred and four (104) weeks in all, in respect of any one disablement;*
- (d) *under Event 7) and Event 9) in excess of an aggregate of ten (10) weeks in all, in respect of any one disablement;*
- (e) *unless the results of bodily injury manifests itself within twelve months of sustaining such bodily injury;*
- (f) *unless an injured Voluntary Worker will, as soon as possible after the occurrence of any bodily injury, procure and follow proper medical advice from a legally qualified medical practitioner;*
- (g) *for any amounts recoverable under a Medicare benefit or payable by any registered health benefits insurer;*

- (h) *for any fees or charges in relation to the provision in Australia of medical expenses, hospital treatment or ancillary benefits as defined by the Health Insurance Act, 1973.*
- 2. *We will not pay compensation in respect of claims arising out of:*
 - (a) *illness;*
 - (b) *intentional self-injury or suicide, or any attempt thereof;*
 - (c) *attributable wholly or in part to childbirth or pregnancy, notwithstanding that miscarriage or childbirth may have been accelerated or induced by the bodily injury sustained;*
 - (d) *a Voluntary Worker being under the influence of alcohol or any drug, other than a drug prescribed by a qualified medical practitioner.*

Special conditions

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

Special definitions

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

Partial Disablement

means an injury which entirely prevents a Voluntary Worker from:

- (a) carrying out a substantial part of the normal duties of such person's usual occupation, profession or business;
- or
- (b) where such person engages in more than one occupation, profession or business, ANY OF THEM;

as certified by a legally qualified medical practitioner.

Total Disablement

means an injury which entirely prevents a Voluntary Worker from:

- (a) carrying out all of the normal duties of such person's usual occupation, profession or business;
- or
- (b) where such person engages in more than one occupation, profession or business, ALL OF THEM;

as certified by a legally qualified medical practitioner.

Section 4 - Workers compensation

What We cover

When Your Schedule shows **Section 4** is selected, cover is provided for Your legal liability under the applicable workers compensation legislation of the state or territory where Your Insured Property is situated. Workers compensation cover is provided under a separate policy and is subject to the terms and conditions of that policy.

Special provision

When **Section 4** is shown on the Schedule as selected cover is provided by:

- (a) Allianz Australia Insurance Limited
in the Australian Capital Territory, Northern Territory,
Western Australia and Tasmania; or
- (b) Allianz Australia Workers Compensation (NSW) Limited
in New South Wales. We act as the agent of this insurer
in arranging insurance in NSW, and not as Your agent.
- (c) Allianz Australia Workers Compensation (Victoria)
Limited
In Victoria. We act as the agent of this insurer in
arranging insurance in Victoria, and not as Your agent.



We do not cover

Workers Compensation in South Australia or Queensland.

Section 5 - Fidelity guarantee

What We cover

We will indemnify You up to:

- (a) the Sum Insured shown on the Schedule for **Section 5** in respect of fraudulent misappropriation of Your Funds.
- (b) \$2,500 for the cost of fees payable to external auditors that are reasonably and necessarily incurred to support a valid claim.



Exclusions - what We do not insure

We will not pay for:

- (i) *any fraudulent misappropriation unless and until You have exhausted Your rights and entitlements to payment pursuant to any other fidelity bond or fidelity fund of whatsoever nature that might exist pursuant to any law;*
- (ii) *any fraudulent misappropriation committed after the initial discovery of loss;*
- (iii) *any losses arising out of fraudulent misappropriation committed prior to the commencement of **Section 5**;*
- (iv) *any claims arising out of losses discovered more than twelve (12) months after the expiry of **Section 5**.*

Special definition

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

Funds

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

Section 6 - Office Bearers Liability

This Office Bearers Liability section is issued on a Claims made basis. This means **Section 6** responds to Claims first made against You during the Period of Insurance and notified to Us during that same period.

What We cover

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

1. We will pay up to the Sum Insured as shown on the Schedule:

- (a) (i) on Your behalf, all Loss for which You are not indemnified by Your Strata Community;
- (ii) pay on behalf of Your Strata Community, all Loss for which they grant indemnification to You, as permitted or required by law, or for which Your Strata Community is vicariously liable at law;

arising from any Claim first made against You individually or otherwise, or against Your Strata Community Manager while acting as an Office Bearer, during the Period of Insurance; and

- (b) reported to Us during the Period of Insurance.

Provided that Claims which do not comply with all of (a) and (b) above are not, other than as provided under **Special Condition 1 of Section 6**, the subject of this insurance or any indemnity.

2. Defence costs

We agree that in relation to any Claim under **Section 6**:

- (a) where indemnity has been confirmed by Us in writing, We will advance Defence Costs arising from such Claim;
- (b) where indemnity has not been confirmed by Us in writing, We will:
 - (i) where We elect to conduct the defence or settlement of such Claim, pay Defence Costs arising from such Claim; or
 - (ii) in any other case, We may at Our discretion advance the Defence Costs arising from such Claim.

In the event the Claim is withdrawn or that indemnity under **Section 6** is subsequently withdrawn or denied We will cease to advance Defence Costs and You will refund any Defence Costs advanced by Us to the extent that We are satisfied that You were not entitled to such Defence Costs, unless We agree in writing to waive recovery of such Defence Costs.

3. Reinstatement of the Sum Insured

When We have paid a Claim under **Section 6** and the total amount paid equals, or but for the Sum Insured would exceed, the Sum Insured We will reinstate the Sum Insured once only to that shown on the Schedule, subject to You paying any additional Premium that We may require.



This reinstatement shall not apply to:

- (a) *any Claim, fact or circumstance that should have been or could have been notified to Us during the preceding Period of Insurance of **Section 6** or under an earlier Office Bearers Liability section issued by Us;*
- (b) *any Claim notified to Us for which a Loss payment has not been made;*
- (c) *any existing Claim on which a Loss payment has been made including any subsequent Claim that may arise from the same event.*

4. Total limit of Our liability

The most We will pay for all Claims in respect of any one Period of Insurance is:

- (a) the Sum Insured shown on the Schedule for **Section 6**; and
- (b) when We have reinstated Your cover under **Insuring Clause 3**) an additional amount equal to that Sum Insured;

inclusive of claimant's costs and expenses and Defence Costs incurred by Us.



Exclusions - what We do not cover

We will not pay for:

1. *Claims arising from any facts or circumstances that You knew of prior to or at the inception of **Section 6**, or that a reasonable person in the circumstances could be expected to know, that may give rise to a Claim against You.*
2. *Claims brought about or contributed to by any dishonest or fraudulent, criminal or malicious act or omission of Yours or of any person at any time employed by You.*

However this exclusion does not apply to:

- (a) any party or entity not committing or condoning any such act or omission; and
 - (b) the costs incurred by You in successfully defending any Claim or suit made against You.
3. *Claims for death, bodily injury, sickness, disease, or damage to property.*
- However this exclusion will not apply to Loss or Damage to documents that are Your property, or entrusted to You, or costs and expenses incurred by You in replacing or restoring such documents.
4. *Claims resulting from Your intentional decision not to effect and maintain insurances as required by the Strata Schemes Management Act, Strata Titles Act, Community Titles Act, Company Titles Act or similar legislation applying where the Insured Property is situated.*
5. *Claims arising out of a publication or utterance of a libel or slander or other defamatory or disparaging material.*
6. *finances, penalties, punitive or exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.*
7. *You gaining or having gained any personal profit or advantage to which You are not legally entitled or for which You may be held accountable to Your Strata Community or any individual member thereof.*
8. *any money or gratuity given to or taken by You without authorisation by Your Strata Community where such authorisation is necessary pursuant to the articles of Your Strata Community or prescribed law.*
9. *a conflict of duty or interest of Yours.*
10. *any intentional exercise of power by You where the exercise of that power is for a purpose other than the purpose for which such power was conferred by the Articles of Your Strata Community.*
11. *any Wrongful Act made or threatened or in any way intimated on or before the inception date specified on the Schedule, except as otherwise provided in **Special Condition 1** of **Section 6**.*
12. *Claims first notified to Us after the expiry of **Section 6**, except as otherwise provided in Insuring Clause 1 b).*
13. *Claims brought against Your Strata Community Manager or any other contracted person(s), firm or company when acting in their professional capacity, except as otherwise provided in Insuring Clause 1 a).*
14. *Claims brought against You in a Court of Law outside Australia.*

Special conditions

1. Continuous cover

We agree that if there is a fact or circumstance that should have been or could have been notified to Us during the preceding Period of Insurance of **Section 6** or under an earlier Office Bearers Liability issued by Us, We will accept the notification of such fact or circumstance under **Section 6** subject to the following provisos:

- (a) We have continuously been the insurer under an Office Bearers Liability between the date when such notification should have been given and the date when such notification was in fact given; and
- (b) the terms and conditions applicable to this **Special Condition 1** and to that notification will be the terms and conditions, including the Sum Insured and Excess, applicable to **Section 6** under the current Period of Insurance.

2. Excess

Whenever an Excess is shown on the Schedule, You have to pay or contribute the stated amount for each Claim covered under this **Section 6**.

If more than one person or entity makes a Claim for the same Wrongful Act, that is deemed to be a single Claim for the purpose of application of the Excess.

Only one Excess is payable for Claims arising from the one originating cause or source.

3. Jurisdiction

Any dispute arising out of or under **Section 6** will be subject to determination by any Court of competent jurisdiction within Australia according to the law applicable to that jurisdiction.

4. Reporting and notice

A Claim will be considered to have been first reported to Us at the time You first give written notice to Us that a Claim has been made against You for such Wrongful Act.

5. Settlement

If You refuse to consent to any settlement recommended by Us and elect to continue any legal proceedings in connection therewith, Our liability for the Claim will not exceed the amount for which the Claim was recommended to be settled for including the costs and expenses incurred up to the date of such refusal.

6. Severability and non-imputation

We agree that where **Section 6** insures more than one party, any conduct on the part of any party or parties whereby such party or parties:

- (a) failed to comply with the duty of disclosure in terms of the *Insurance Contracts Act 1984* (Cth); or

(b) made a misrepresentation to Us before this contract of insurance was entered into; or

(c) failed to comply with any terms or conditions of **Section 6**;

will not prejudice the rights of the remaining party or parties to indemnity as may be provided by **Section 6**, subject to the following provisos:

- (i) such remaining party or parties be entirely innocent of and have no prior knowledge of any such conduct; and
- (ii) as soon as is reasonably practicable upon becoming aware of any such conduct advise Us in writing of all known facts in relation to such conduct.

7. Subrogation

When We admit a Claim under **Section 6** We will, subject to the *Insurance Contracts Act 1984* (Cth), be subrogated to all Your rights of recovery against all persons or organisations and You will take reasonable steps to execute and deliver instruments and papers and to do all that is necessary to assist Us in the exercise of such rights.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 6** when they begin with a capital letter.

Claim, Claims

means

- (a) a written or verbal allegation of any Wrongful Act; or
- (b) a civil proceeding commenced by the service of a complaint, summons, statement of Claim or similar pleading alleging any Wrongful Act; or
- (c) a criminal proceeding commenced by a summons or charge alleging any Wrongful Act.

Defence Costs

means costs, charges and expenses (other than Your fees, salaries or salaries of Your employees) incurred by Us or with Our written consent (such consent not to be unreasonably withheld):

- (a) in the investigation, defence, monitoring or settlement of any Claim or proceedings and appeals therefrom together with the costs of appeal;
- (b) in the legally compellable attendance by an Office Bearer at any official investigation into the affairs of Your Strata Community.

Documents

means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whether written, printed or reproduced by any other method but does not include currency notes or negotiable instruments of any kind.

Loss

means the amount payable in respect of a Claim made against You for a Wrongful Act and will include damages, judgements, settlements, orders for costs and Defence Costs.

Office Bearer

means:

- (a) a person or other entity appointed by Your Strata Community to act as an Office Bearer or committee member in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where the Insured Property and Common Area is situated;
- (b) a Strata Community Manager appointed as an agent of an Office Bearer and/or committee member;
- (c) a person invited by an Office Bearer and/or committee member to assist in the management of Your Strata Community affairs.

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

Wrongful Act

means any error, misstatement, act or omission, or neglect or breach of duty made, committed, attempted or allegedly made, committed or attempted by You or any matter claimed against You solely by reason:

- (a) of You serving as an Office Bearer or committee member or director of Your Strata Community; or
- (b) as an Office Bearer on a related building management committee provided at the time of serving as an Office Bearer on that committee You are also an Office Bearer or committee member or nominee or director of Your Strata Community.

Where any such Wrongful Act results in more than one Claim covered by Us under this or another Policy, all such Claims will jointly constitute one Loss and be deemed to have originated in the earliest Period of Insurance in which any of such Wrongful Acts is first reported to Us.

Section 7 - Machinery breakdown

What We cover

This Section contains **Parts A** and **B** that provide cover against the following Events that occur during the Period of Insurance.

Section 7 - Part A

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

You are covered for the following Events.

1. We will pay up to the Sum Insured shown on the Schedule for **Section 7**, against Insured Damage to an Insured Item on the basis set out in "Claims - basis of settlement", including the cost of:
 - (a) (i) expediting repair including overtime working;
 - (ii) express or air freight on recognised/scheduled services;
 - (iii) replacing oil and refrigerant gas from air-conditioning units or refrigeration units;
 - (iv) hiring a temporary replacement item where such cost is necessary to maintain a vital service of Yours;

and provided that the Insured Item is:

- (b) (i) contained at Your Situation; and
- (ii) is in the ordinary course of working at the time Insured Damage occurs.

Section 7 - Part B

Cover under **Part B** applies to You and Lot Owners. The following Events 1) and 2) of **Part B** are included in addition to the Sum Insured for **Section 7**.

1. Rent

When the Common Area or a Lot has been leased out, or can be substantiated by means of a signed agreement that the Common Area or Lot would have been leased out, We will pay You and/or the Lot Owner for the Rent that is lost or would have been lost if Insured Damage occurs and the Common Area or Lot is made unfit to be occupied for its intended purpose by Insured Damage that is admitted as a claim under **Section 7**.

We will pay:

- from the time of the Insured Damage until the time the Common Area or Lot is relet following completion of repairs or replacement provided You

or they demonstrate that all reasonable actions have been taken to obtain a new Tenant; or

- the amount of any reasonable rental rebate that is negotiated with an existing Tenant following the happening of Insured Damage until completion of repairs or replacement.

2. Temporary accommodation

When a Lot Owner occupies their Lot We will pay the reasonable cost of Temporary Accommodation they necessarily incur if their Lot is made unfit to be occupied for its intended purpose by Insured Damage that is admitted as a claim under **Section 7**.

We will pay:

- from the time of the Insured damage until the time they reoccupy their Lot following completion of repairs or replacement.

The combined total amount We will pay under **Part B** arising out of any one Event that is admitted as a claim under **Section 7** is limited to fifteen percent (15%) of the Sum Insured for **Section 7** or such other percentage as We may agree in writing.



Exclusions - what We do not cover

We will not pay for:

1. *Damage caused by or arising from:*
 - (a) *Wear and Tear, smut, smoke, soot, rust, corrosion, oxidation or scale formation;*
 - (b) *Erosion, Earth Movement, sea, high water, high tide, Storm Surge, tidal wave, or Flood;*
 - (c) *an Event that is claimable under Section 1;*
 - (d) *chipping, scratching or discolouration of painted, polished or finished surfaces;*
 - (e) *the deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving that had not previously penetrated completely through the entire thickness of the material of the Insured Item, notwithstanding that repair or renewal of the part affected may be necessary either immediately or at some future time, except where caused by Insured Damage and You did not know or should not reasonably have known of the pre-existing condition;*

- (f) *the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions or ordinary use;*
- (g) *the tightening of loose parts, recalibration or adjustments;*
- (h) *the carrying out of tests involving abnormal stresses or the intentional overloading of any Insured Item.*

2. **Damage to:**

- (a) *glass, porcelain or ceramic components;*
- (b) *defective tube joints or other defective joints or seams;*
- (c) *any valve fitting, shaft seal, gland packing joint or connection except where caused directly by Insured Damage;*
- (d) *foundations, brickwork, and refractory materials forming part of an Insured Item;*
- (e) *television, video or audio equipment other than security system equipment;*
- (f) *expendable items such as electrical and electronic glass bulbs, tubes, lamps and x-ray tubes;*
- (g) *electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, microprocessor and/or controller units, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;*
- (h) *computers, telecommunication transmitting and receiving equipment, Electronic Data processing equipment, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, stationery and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating electrical wiring, water and gas piping and all other plant and equipment not owned by You;*
- (i) *plant that has been hired or is on loan unless We specifically agree in writing.*

- 3. *Consequential loss of any kind other than that which is specifically stated. This means We don't cover You for anything not expressly described in the cover sections of this Policy. Some examples of what We won't pay for include loss of use or Depreciation.*
- 4. *Damage caused by the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.*
- 5. *Damage occurring during installation or erection other than the dismantling, movement and re-erection for the purpose of cleaning, inspection, repair or installation in another position within the Situation.*
- 6. *Damage that is claimable from any manufacturer, supplier, engineer or other person under the provisions of any maintenance or warranty agreement.*

- 7. *Loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts.*
- 8. *The cost of converting refrigeration/air-conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas.*

Claims - basis of settlement

We will at Our option (acting reasonably) repair or replace the Insured Item or pay for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Insured Damage.

We will not make any deduction for Depreciation in respect of parts replaced.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

Special conditions

1. Excess

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

2. Professional fees

We will pay up to \$10,000 for the reasonable cost of professional fees and other expenses You necessarily incur with Our prior written consent in the preparation of a claim under **Section 7**.

Special definitions

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

Insured Damage

means sudden and accidental physical Loss or Damage to the Insured Item that occurs during the Period of Insurance and requires repair or replacement to allow continuation of use.

Insured Item

means:

- (a) lifts, elevators, escalators and 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;

providing they form part of Your Insured Property or its services.

Section 8 - Catastrophe insurance

What We cover

Section 8 - Part A

1. We will pay up to the Sum Insured shown on the Schedule for **Section 8**, against the unforeseen increase in the cost of Replacement of Your Insured Property if it is destroyed, or We declare it a constructive total loss, following a loss that occurs during the Period of Insurance:

- (a) due to the happening of a Catastrophe; or
- (b) other Event that occurs not later than sixty (60) days after a Catastrophe, provided Your Insured Property has been continuously insured with Us for that period;
and
- (c) the Event giving rise to the loss is admitted as a claim under **Section 1**.

Section 8 - Part B

Cover for Events 1) to 4) of **Part B** applies to You and Lot Owners and are included in addition to the Sum Insured for **Section 8**.

1. Rent

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

- (a) due to the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We cover'; and
- (b) the Loss or Damage to Your Insured Property is admitted as a claim under **Section 1**.

We will pay from the time indemnity provided under Event 1) a) of **Part B** of **Section 1** is expended until the time Your Lot or Common Area is relet following completion of rebuilding, repairs or replacement provided You demonstrate You have taken all reasonable actions to obtain a new Tenant.

2. Temporary accommodation

When You occupy Your Lot We will pay the reasonable cost of Temporary Accommodation You necessarily incur, including any unforeseen increase in the cost of rental of a residential Lot or similar type accommodation of substantially the same size, containing similar facilities and in an equivalent suburban environment as Your damaged Lot if Your Lot is damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We cover'; and
- the Loss or Damage to Your Insured Property is admitted as a claim under **Section 1**.

We will pay from the time indemnity provided under Event 1) b) of **Part B** of **Section 1** is expended until the time You reoccupy Your Lot following completion of rebuilding, repairs or replacement.

3. Removal, storage

We will pay for the costs You necessarily incur in:

- (a) removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;
- (b) storing the undamaged portion at that place or an equivalent alternate place;
- (c) returning the undamaged portion to Your Situation when occupancy of Your Insured Property is permitted;
- (d) insuring Your undamaged Insured Property during such removal, storage and return.

We will pay if the Loss or Damage to Your Insured Property is due to:

- the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We cover'; and
- is admitted as a claim under **Section 1**.

The amount We pay will be reduced by any amount payable for such costs under **Section 1**.

4. Evacuation costs

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

- (a) due to the happening of a Catastrophe; and
- (b) the Loss or Damage to Your Lot is admitted as a claim under **Section 1**.

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

The total amount We will pay under Events 1 to 4 of **Part B** arising out of any Event claimable under **Section 8** is limited to twenty percent (20%) of the Sum Insured for **Section 8** or such other percentage as We may agree in writing.

Claims - basis of settlement

The basis upon which the amount payable as the unexpected increase in the cost of Replacement is to be calculated as the difference between:

- (a) the actual cost necessarily incurred to rebuild, repair or replace Your Insured Property following a Catastrophe, or other Event referred to in Clause 1 b of 'What We cover'; and
- (b) the greater of either:
 - (i) the cost that would have applied to rebuild, repair or replace Your Insured Property in terms of **Section 1** immediately prior to the Catastrophe; or
 - (ii) the Sum Insured in force under **Section 1** at the time of the Catastrophe, or other Event referred to in Clause 1b of 'What We cover'.

Special provisions

1. No payment will be made under **Section 8** until such time as the greater amount determined in accordance with the provisions of **Clause b)** of 'Claims – basis of settlement' (above) has been fully expended in Replacement of Your Insured Property.
2. In certifying the cost of Replacement of Your Insured Property at the time immediately prior to a happening giving rise to a claim under **Section 8** the Qualified Valuer, Loss Adjuster or other suitably qualified person will use as the basis of certification:
 - (a) the accepted building industry cost standards or recognised cost of materials guide in force on the day immediately prior to the happening of the Catastrophe or a day as close as practicable thereto;
 - (b) any extra cost necessarily incurred to comply with any Public or Statutory Authority requirements but will not include any cost that would have been incurred in complying with orders issued prior to the happening of Loss or Damage;
 - (c) architects fees, surveyors' fees and any other professional fees;
 - (d) legal fees necessarily incurred in making submissions or applications to any Public or Statutory Authority, Builders Licensing Board, or Land and Environment Courts;
 - (e) fees, contributions or imposts required to be paid to any Public or Statutory Authority to obtain their authority to rebuild, repair or replace Your Insured Property.
3. Any differences relating to the cost of Replacement at the time immediately prior to a happening giving rise to a claim under **Section 8** may by agreement between Us be referred to the President of the Australian Property Institute Inc. who will appoint a registered and qualified valuer whose decision will, if we both so agree, be

binding and who will at the same time decide as to payment of the costs of such referral.

Special conditions

Terms and conditions

Section 8 is subject to the same terms, conditions and exclusions as **Section 1** and General Exclusions except as they may be expressly varied herein.

Special definitions

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

Catastrophe

means an Event that is sudden and widespread and which causes substantial damage to property over a large area, and as a result of which the Insurance Council of Australia issues a catastrophe code.

Evacuation Costs

means costs necessarily incurred for road, rail, air or sea transport to the designated place of evacuation and returning to Your Situation from the place of evacuation to resume permanent residency.

Section 9 - Government audit costs and legal expenses

Section 9 - Part A: Government audit costs

What We cover

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

1. We will pay up to the Sum Insured shown on the Schedule for **Section 9 - Part A** for Professional Fees You reasonably incur with Our written consent in connection with an Audit first notified to You verbally or in writing during the Period of Insurance.

We will not pay more than the Sum Insured for:

- (a) any Audit first notified to You during the Period of Insurance including any such Audit notified but not finalised until a subsequent Period of Insurance;
 - (b) all Audits notified to You in any one Period of Insurance.
2. We will pay up to \$1,000 in any one Period of Insurance for Professional Fees You reasonably incur with Our written consent in connection with a Record Keeping Audit.



Exclusions - what We do not cover

1. *We will not pay for Professional Fees:*
 - (a) *if prior to the commencement of the Period of Insurance You, or any person acting on Your behalf:*
 - (i) *received any notice of a proposed Audit;*
 - (ii) *had information that an Audit was likely to take place;*
 - (iii) *had information that would indicate to a reasonable person that an Audit was likely to take place.*
 - (b) *if a return, or a document required to be lodged in relation to an Audit, has not been lodged:*
 - (i) *at all;*
 - (ii) *properly;*
 - (iii) *by the due date.*
 - (c) *for any Audit that is conducted specifically for the purposes of determining if a fine, penalty or prosecution should be imposed in connection with:*

- (i) *any act or omission by You; or*
 - (ii) *any failure, act or omission arising from or in connection with Your statutory obligations.*
- (d) *charged by someone other than a Professional Adviser unless We have given Our prior written consent.*
 - (e) *relating to the Audit of Your taxation and financial affairs unless the return is first lodged:*
 - (i) *during the Period of Insurance; or*
 - (ii) *not more than twelve (12) months prior to the original inception date of Section 9;**or relates to a return for a financial year not more than three (3) years prior to the date You receive notification of an Audit.*
 - (f) *relating to an Audit if You fail to comply with any requirement or obligation imposed upon You by any relevant legislation if a return in relation to the Audit was not prepared or reviewed by Your Professional Adviser prior to dispatch.*
 - (g) *to the extent We are prejudiced by You breaching any conditions in this Policy, including if you fail to take reasonable steps to comply with any requirement imposed by any relevant legislation or fail to do what You must do if You intend to make a claim or You make a claim.*

2. *We will not under any circumstances pay for the cost of:*
 - (a) *any fines, penalties, interest or adjustment of tax, additional tax, duty, government impost or similar charges.*
 - (b) *any review pertaining to You maintaining any industry status, licence, membership or compliance with any employee related legislation or regulations.*
 - (c) *the gathering of data or information by any government, statutory body, authority or agency that is not directly part of an Audit.*

Special conditions

1. You must:
 - (a) make all efforts to comply with the relevant legislation, procedures and guidelines issued by the Australian Taxation Office, or Commonwealth, State or Territory Department, Statutory Body or Agency in relation to the maintenance of records, books and documents;
 - (b) lodge taxation and other statutory returns within the prescribed time limits or if an extension is granted within the further period granted;

- (c) upon becoming notified of an Audit or impending Audit promptly inform Strata Community Insurance by telephone, in writing or in person.
- (d) obtain Strata Community Insurance's written approval before engaging a Professional Adviser, other than Your accountant, and notify them of all Professional Fees Your accountant proposes to charge. Please contact Us to confirm approval for these costs.

2. An Audit commences:

- (a) at the time You first receive notice that an Auditor proposes to conduct an Audit; and
- (b) is completed when:
 - (i) the Auditor has given written notice to that effect; or
 - (ii) the Auditor notifies You that it has made a Final Decision of a Designated Liability; or
 - (iii) when the Auditor has issued an assessment or amended assessment of a Designated Liability

Section 9 - Part B: Appeal expenses - health and safety breaches

What We cover

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

We will pay up to the Sum Insured shown on the Schedule for **Section 9 - Part B** for Appeal Expenses You necessarily incur with Our consent in appealing against:

- (a) an improvement or prohibition notice issued to You under any workplace, occupational health, safety or similar legislation applying where Your Insured Property is situated; or
- (b) a determination made against You by a review committee, arbitrator, tribunal or Court under any workplace occupational health, safety or similar legislation applying where Your Insured Property is situated.



We will not pay:

- i. *unless any such notice or determination is first made or first brought against You during the Period of Insurance and You report it to Us during that same period;*
- ii. *more than the Sum Insured for Part B for:*
 - *any notice or determination first made or first brought against You during the Period of Insurance*

including any such notice or determination not finalised until a subsequent Period of Insurance;

- *all notices and determinations first notified or made in any one Period of Insurance.*

The improvement or prohibition notice must arise out of Your failure to provide and maintain so far as is reasonably practicable:

- a safe working environment;
- a safe system of work;
- plant and substances in a safe condition;
- adequate facilities of a prescribed kind for the welfare of Your employees.

Section 9 - Part C: Legal defence expenses

What We cover

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

We will pay up to the Sum Insured shown on the Schedule for **Section 9 - Part C** for Legal Defence Expenses You necessarily incur with Our written consent in connection with litigation arising out of a claim first made or first brought against You:

- (a) in connection with the conduct of Your ordinary Business and affairs;
- (b) under the *Competition and Consumer Act 2010* or under any other Consumer Protection Legislation;
- (c) arising out of any dispute with an employee, former employee or prospective employee:
 - (i) concerning the terms and conditions of their contract of employment or alleged contract of employment with You;
 - (ii) leading to civil or criminal proceedings under any Race Relations, Sexual Discrimination or any other Australian anti-discrimination Legislation.

Legal Defence Expenses associated with any appeal which We consent to or which We bring under Special Condition 1 are included in the Sum Insured for **Part C** for the Period of Insurance in which the claim under appeal was first made or brought against You.



We will not pay:

- (a) *unless:*
 - (i) *any such claim is first made or first brought against You during the Period of Insurance;*

- (ii) *You report it to Us during the Period of Insurance;*
- (iii) *We agree there are reasonable grounds for the defence of any such claim.*
- (b) *more than the Sum Insured for Part C for:*
 - (i) *any claim first made or first brought against You during the Period of Insurance including any such claim not finalised, or appeal not brought or finalised, until after the Period of Insurance has expired;*
 - (ii) *all claims first made or first brought against You in any one Period of Insurance and any appeals in relation to those claims.*

Excess and Contribution

For each and every claim made or brought against You, You must pay:

- (a) by way of Excess - the amount shown on the Schedule; plus
- (b) by way of Contribution - the percentage shown on the Schedule.

Examples based on
a Sum Insured of
\$50,000:

	(1)	(2)	(3)
Cost of Legal Defence Expenses	\$20,000	\$50,000	\$80,000
less Your Excess (e.g. \$10,000)	\$10,000	\$10,000	\$10,000
Net fees after the deduction of the Excess	\$10,000	\$40,000	\$70,000
less Your Contribution (e.g. 10% of the net fees)	\$1,000	\$4,000	\$7,000
Amount claimable (*Sum Insured limit)	\$9,000	\$36,000	\$50,000



Exclusions - what We do not cover under Part C

1. *We will not pay Legal Defence Expenses for any claim:*
 - (a) *that You have defended without Our written consent;*
 - (b) *that You have defended contrary to or in a different manner from that advised by the Appointed Representative, to the extent that any additional Legal Defence Expenses are incurred as a result;*
 - (c) *arising from an act, omission, liability or Event for which indemnity is otherwise provided under the terms and conditions of Section 2 (Liability to others) and Section 6 (Office Bearers Liability) or*

would have been provided if Section 2 and Section 6 had been selected by You and shown on the Schedule;

- (d) *arising from circumstances that You knew of prior to the inception of Section 9, or that a reasonable person in the circumstances could be expected to know, to be circumstances that may give rise to a claim against You;*
 - (e) *arising from a deliberate act, including a deliberate act of fraud or dishonesty, on Your part if a judgment or other final adjudication adverse to You establishes that such act was committed or attempted by You with actual dishonest purpose or intent and was material to the cause of action so adjudicated;*
 - (f) *between You and Us including Our Directors, employees or servants;*
 - (g) *that involves a conflict of duty or interest of Yours;*
 - (h) *made or threatened or in any way intimated on or before the inception date shown on the Schedule, except as otherwise provided by Special Condition 4;*
2. *We will not pay for:*
 - (a) *the cost of litigation or proceedings initiated by You;*
 - (b) *the payment of any compensation or damages of any kind and*
 - (c) *Legal Defence Expenses associated with any appeal unless the claim under appeal was first made or brought against You during the Period of Insurance.*

Special conditions that apply to Part C

1. Appeal procedure

If You are dissatisfied with any decision made by a Court or Tribunal and wish to appeal against that decision, You must:

- (a) *make a further written application to Us for Our written consent at least five (5) clear business days prior to the expiry of the time for instituting an appeal; or*
- (b) *if the time allowed by law to appeal is less than five (5) clear business days, You must advise Us as soon as practicable.*

Your application or advice must state the reasons, as fully as possible, for making an appeal.

If We are dissatisfied with any decision made by a Court or Tribunal and wish to appeal that decision You must reasonably co-operate with Us in the bringing of such an appeal. In this event We will pay all costs involved.

2. Bill of costs

You must forward Us all bills of costs or other

communications relating to fees and expenses as soon as practicable after receipt by You. If requested by Us, You will instruct the Appointed Representative to submit the bill of costs for taxation or adjudication by any relevant professional body, Court or Tribunal.

You must not without Our written approval enter into any agreement with the Appointed Representative as to the level of fees and expenses to be charged. Further You must not represent to the Appointed Representative that all fees and expenses charged to Your account are insured by this Policy.

3. Consent

We will not be liable to indemnify You unless You have first obtained Our specific written consent to incur Legal Defence Expenses in the defence of any claim made or brought against You. Please contact Us to confirm consent to these Legal Defence Expenses. The granting of any such consent will not be unreasonably withheld.

4. Information to be given to the appointed representative

You will at all times and at Your own expense give to the Appointed Representative all such information and assistance as reasonably required. You will take reasonable steps to ensure that You give a complete and truthful account of the facts of the case, supply all documentary and other evidence in Your possession relating to the claim, obtain and sign all documents required to be obtained and signed and attend any meetings or conferences when requested.

5. Jurisdiction

Any dispute arising out of or under this Policy will be subject to determination by any Court of Competent Jurisdiction within Australia according to the law applicable to that Jurisdiction.

6. Nomination of appointed representative

You may request Us to nominate a solicitor to act as Your Appointed Representative or if You elect to nominate Your own solicitor to act as the Appointed Representative, You must submit the name and address of that solicitor to Us. We may accept or refuse such nomination and We cannot unreasonably withhold Our consent.

If agreement cannot be reached on the appointment the President of the Law Society within Your State will be requested to nominate an Appointed Representative. During this period We will be entitled but not bound to instruct an Appointed Representative on Your behalf if We consider it necessary to do so to safeguard Your immediate interests.

In all cases the Appointed Representative will be appointed in Your name and will act on Your behalf.

7. Offer of settlement

You must inform Us as soon as reasonably possible if You receive an offer to settle a claim. If You do not, We

may reduce or deny Your claim to the extent We are prejudiced by Your delay.

If such offer of settlement is, in Our judgment, considered to be fair and reasonable and You withhold Your agreement to such a settlement and elect to continue legal proceedings Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such settlement offer.

Further if You refuse a recommendation by the Appointed Representative to settle a claim and elect to continue legal proceedings, Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such refusal.

8. Our access to the appointed representative

You will do all things reasonably necessary to allow Us to obtain from the Appointed Representative any information, report documents or advice relating to the claim. However You will not be prejudiced if the Appointed Representative refuses to make such information, report documentation or advice available to Us on the grounds that to do so might prejudice Your interests in any litigation that is involved or may be commenced.

9. Recovery of legal defence expenses

If You are awarded costs, You must take all reasonable steps to recover such fees and expenses for which You are indemnified by **Part C**. All such fees and expenses actually recovered will be taken into account when calculating Our liability.

10. Reporting and notice

A specific claim will be considered to have been first reported to Us at the time You first give written notice to Us of the receipt of written or oral notice from any party or entity that it is the intention of such party or entity to hold You responsible for a civil or criminal act.

11. Subrogation

In the event of a payment under **Part C** to You or on Your behalf We will, subject to the *Insurance Contracts Act 1984* (Cth), be subrogated to all Your rights of recovery of Legal Defence Expenses against all persons or organisations and You will take reasonable steps to execute and deliver instruments and papers and to do all that is necessary to assist Us in the exercise of such rights.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 9** when they begin with a capital letter.

Appeal Expenses

means legal costs, professional costs and other disbursements necessarily and reasonably incurred with Our consent in connection with a claim brought against You.

Appointed Representative

means a solicitor, barrister, assessor, consultant, investigator or other appropriately qualified person instructed to act on Your behalf in connection with any claim with respect to which Legal Defence Expenses are payable under **Section 9**.

Audit

means an audit or investigation of Your taxation and financial affairs by the Australian Taxation Office, or by a Commonwealth, State or Territory Department, Statutory Body or Agency in relation to and following the lodgement of Your return(s), including but not limited to Business Activity Statement (BAS), Capital Gains Tax, Fringe Benefits Tax, Income Tax, Prescribed Payment and Group Tax Returns, Payroll Tax, Stamp Duty, Compliance with *Superannuation Industry Supervision Act 1993* and Workers Compensation Returns.

Auditor

means an officer who is authorised under Commonwealth, State or Territory legislation to carry out an Audit of Your taxation or financial affairs.

Business

means the ownership of Your Common Area and Insured Property unless You otherwise advise Us and We agree to such inclusion in writing.

Contribution

means the proportion of Legal Expenses incurred above the Excess which is payable by You.

Designated Liability

means Your obligation to pay an amount under Commonwealth, State or Territory Legislation.

Final Decision

means a written notification of the Auditors' completed views in connection with a Designated Liability and includes any written statement that is intended by the Auditor to be its findings or the basis upon which it proposes to act in connection with a Designated Liability.

Legal Defence Expenses

means:

- (a) fees, expenses and other disbursements necessarily and reasonably incurred by an Appointed Representative in connection with any claim brought against You including costs and expenses of expert witnesses as well as those incurred by Us in connection with any such claim;
- (b) legal fees, expenses and other disbursements reasonably and necessarily incurred in appealing or resisting an appeal from the judgment or determination of a Court, Arbitrator or Tribunal.

Professional Adviser

means:

- (a) an accountant who is a member of a nationally recognised accounting body, registered tax agent or tax consultant;
- (b) any other professional person or consultant engaged by or at the recommendation of the accountant with Our prior written approval, but does not mean You or any person working for You under a contract of employment.

Professional Fees

means the reasonable and necessary fees, costs and disbursements incurred in connection with an Audit that would be payable by You to Your Professional Adviser for work undertaken in connection with an Audit, but does not mean or include fees, costs and disbursements that:

- (a) form part of an annual or fixed fee or cost arrangement; or
- (b) relate to any subsequent objection or appeal or request for review in respect of the Audit, or any assessment, amended assessment or Final Decision of the Auditor; or
- (c) were rendered by a third party in relation to which Our written consent was not obtained before those fees were incurred; or
- (d) relate to or are associated with the preparation of any accounts, financial statements or documents or to any attendance or service that would have been or would or should ordinarily or prudently have been prepared prior to or at the time that the lodgement of any return or document was required to be lodged in connection with a Designated Liability.

Record Keeping Audit

means any enquiry or investigation, other than an Audit, to determine the extent of Your compliance with the record keeping requirements of relevant legislation that You have to comply with.

Section 10 - Lot Owners' Fixtures and Improvements

What We cover

When You have exhausted Your Sum Insured under **Part A** of **Section 1** We will pay up to the amount shown in the Schedule for **Section 10** any one Lot for:

- (a) Loss or Damage to Lot Owners' Fixtures and Improvements caused by an Event claimable under **Section 1**; and
- (b) which occurs during the Period of Insurance.

The total amount We will pay under **Section 10** arising out of any one Event that is admitted as a claim is limited to ten percent (10%) of the Sum Insured for **Section 1** or such other percentage as We may agree in writing.

Section 10 is subject to the same terms, conditions and exclusions as **Section 1** and General Exclusions except as they may be expressly varied herein.

Claims - basis of settlement

If Lot Owners' Fixtures and Improvements are lost or damaged, We may choose (acting reasonably) to either replace, repair or pay the amount it would cost to replace or repair.

The amount We pay under **Section 10** will be the cost of Replacement at the time of Replacement subject to the following provisions:

- (a) The necessary work of replacing or repairing must be commenced and carried out without unreasonable delay (provided that You will not be responsible for any delay caused by Us);
- (b) If You cause unreasonable delays in commencing or carrying out Replacement or repair, We will not pay any extra costs that result from that delay;
- (c) Where materials used in the original construction are not readily available We will use the nearest equivalent available;
- (d) When We wish to replace or repair and You do not want this to occur We will only pay Indemnity Value.



We will not pay for the cost to:

- (i) *replace undamaged Lot Owners' Fixtures and Improvements;*
- (ii) *replace or repair illegal installations.*

Special definition

The words listed below have been given a specific meaning and apply to **Section 10** when they begin with a capital letter.

Lot Owners' Fixtures and Improvements

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

Section 11 - Loss of Lot market value

What We cover

If during the Period of Insurance Your Insured Property suffers Loss by an Event claimable under **Section 1** and permission to rebuild is limited or restricted under an Ordinance or Regulation issued by a Public or Statutory Authority We will if the Loss results in:

- (a) a total loss or constructive total loss of Your Insured Property and Your Strata Community Title and all Lot Titles are terminated; or
- (b) a partial loss resulting in some but not all Lot Titles being terminated;

pay You the difference between:

- (i) the Market Value of the Lot(s) immediately prior to the happening of Loss;
and
- (ii) the amount calculated on the percentage that the Lot(s) entitlement bears to the total Strata Community entitlement in respect of:
 - the Sum Insured for **Section 1** on the basis of Agreed Value; and
 - the Market Value of the Strata Community land following Loss.

The total amount We will pay for all Lots shall not exceed the Sum Insured shown on the Schedule for **Section 11**.

Example 1 – All Lots titles are terminated:

Market Value of all Lots prior to loss occurring	\$10,000,000
less Sum Insured payout under Section 1	\$7,000,000
less sale/value of land	\$2,000,000
net loss of Market Value	\$1,000,000
Amount recoverable if the Sum Insured under Section 11 is:	
a) \$1,000,000 or greater	\$1,000,000
b) \$500,000	\$500,000

Example 2 – One Lot title is terminated:

Market Value of the individual Lots prior to loss occurring	\$1,000,000
less Lot entitlement to Section 1	\$700,000
less Lot entitlement to sale/value of land	\$200,000
net loss of Market Value	\$100,000
Amount recoverable if the Sum Insured under Section 11 is:	
a) \$1,000,000 or greater	\$100,000
b) \$500,000	\$100,000

Special conditions

1. Following Loss no payment will be made under **Section 11** until such time as all or specific Lot Titles have been terminated and a valuation has been provided to Us detailing:
 - (i) the Market Value of Lots where Title has been terminated at the time immediately prior to Loss; and
 - (ii) the Market Value of Your land after Loss.These valuations must be certified by a specialist valuer who is registered and qualified to carry out such valuations in accordance with accepted valuation practices of the Australian Property Institute Inc.
2. Any differences relating to such valuations may by agreement between us be referred to the President of either the Australian Property Institute Inc. who will appoint a registered and qualified valuer whose decision will, if we both so agree, be final and binding and who will at the same time decide as to payment of the costs of such referral.

Special definitions

Market Value

means the price reasonably obtainable for property in the general market.

Title

means a certificate or instrument issued by the Registrar or Registrar-General in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property and Common Area is situated that evidences the ownership of:

- (a) Your land and/or common property, and
- (b) each Lot forming part thereof.



The Strength of **Experience.**

DRAFT

 stratacommunityinsure.com.au

T 1300 SCINSURE (1300 724 678)

E myenquiry@scinsure.com.au



RESIDENTIAL
STRATA



COMMERCIAL
STRATA



COMMUNITY
ASSOCIATION

Section 48 Notice

This notice is to be retained by the Tenant



Information to be provided by landlords to tenants

Section 48 of the *Residential Tenancies Act 1995* requires that a landlord must ensure that a tenant is given, before or at the time the landlord and tenant enter into a residential tenancy agreement certain information.

1. AGENT: Company Name/Legal Entity: Kite Enterprises Pty Ltd

Company Representative: Liv Piper

ABN (if applicable): 69121216537

RLA No: 204004

Street 1: 254 Angas Street

Street 2:

Suburb: Adelaide

State: SA

Postcode: 5000

Telephone: W: 08 8110 9888

M: 0404342350

Email: liv@kiteproperty.com.au

Address for service of documents if different to above:

2. LANDLORD 1: Full Name: Casey & Leah Lailey

Address for service of documents for Landlord 1 (cannot be Agent's address for service):

Street 1: 4 Lavender Grove

Street 2:

Suburb: SEAFORD RISE

State: SA

Postcode: 5169

ABN (if applicable):

LANDLORD 2: Full Name:

Address for service of documents for Landlord 2 if different from Landlord 1 (cannot be Agent's address for service):

Street 1:

Street 2:

Suburb:

State:

Postcode:

ABN (if applicable):

If landlord is a company, address of registered office of the company if different to above:

Street 1:

Street 2:

Suburb:

State:

Postcode:

Are there additional landlords? ☐ Yes If yes, refer to Annexure - Additional Landlords

3. PERSON(S) WITH SUPERIOR TITLE TO LANDLORD (if applicable)

Street 1:

Street 2:

Suburb:

State:

Postcode:

ABN (if applicable):

INITIALS

Initials not required if using electronic signature

Residential Tenancy Agreement: Schedule



This is a residential tenancy agreement and the parties to the agreement should consider obtaining legal advice about their rights and obligations under the agreement.

1. AGENT: Company Name/Legal Entity:
 Company Representative:
 ABN (if applicable): RLA No:
 Street 1:
 Street 2:
 Suburb: State: Postcode:
 Telephone: W: M:
 Email:
☒ The Agent consents to the above email address being used for the purposes of service under the *Residential Tenancies Act 1995*.

2. LANDLORD 1: Full Name:
 Address for service of documents for Landlord 1 (cannot be Agent's address for service):
 Street 1:
 Street 2:
 Suburb: State: Postcode:
 ABN (if applicable):
LANDLORD 2: Full Name:
 Address for service of documents for Landlord 2 if different from above (cannot be Agent's address for service):
 Street 1:
 Street 2:
 Suburb: State: Postcode:
 ABN (if applicable):
 Are there additional landlords? ☐ Yes If yes, refer to Annexure - Additional Landlords

3. TENANT 1: Full Name: Telephone:
 Email address for service of documents:
TENANT 2: Full Name: Telephone:
 Email address for service of documents:
TENANT 3: Full Name: Telephone:
 Email address for service of documents:
TENANT 4: Full Name: Telephone:
 Email address for service of documents:
 Are there additional Tenants? ☐ Yes If yes, refer to Annexure - Additional Tenants

4. PREMISES
 Street 1:
 Street 2:
 Suburb: State: Postcode:

5. TERM
☒ Fixed: Commencement Date: / / End Date: / /
☐ Periodic: Commencement Date: / / and continues until terminated in accordance with this Agreement

INITIALS

Initials not required if using electronic signature

Residential Tenancy Agreement: Schedule



6. RENT

Amount: Words: \$ 380.00


Per (period):

Payable in advance: ☐ Weekly ☒ Fortnightly ☐ Calendar monthly

Payments: First Payment of \$ 760.00 on 17 / 07 / 2023 with the

next payment of \$ 760.00 on 31 / 07 / 2023

and thereafter: \$ 760.00 on the Monday of each Fortnight

Payment Method: ☒ Internet Transfer ☐  ☐ Other BSB: 035-039 Account Number: 578889 Ref: 211890

Note: Payment of rent will be taken to have been made when it is credited to the bank account. The Tenant must take into consideration any delays in crediting the bank account caused by the method of rent payment.

7. BOND

Words: \$ 1520.00

8. OUTGOINGS (Clause 3.1.3)

- ☒ All water usage costs adjusted for the period of tenancy
- ☐ All water usage costs in excess of kL per annum, with such allowance to be adjusted for the period of tenancy
- ☒ All water supply charges adjusted for the period of tenancy
- ☐ No charge for water
- ☐ Other (specify)

If the Property is not individually metered for a service, the Tenant must pay an apportionment of the cost of the service as set out below:

Service	Apportionment
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

9. INSURANCE (Clause 3.1.13)

Responsibility for insurance of the premises ☒ Landlord

Responsibility for insurance of contents of the premises (for property other than that of the Landlord) ☒ Tenant

10. EXCLUSION OF ANY PART OF PROPERTY

Parts of property not included in this agreement:

11. PETS APPROVED

- ☒ No
- ☐ Yes - Refer to Annexure - Pet Agreement

INITIALS

Initials not required if using electronic signature

Residential Tenancy Agreement: Schedule



12. REPAIR INSTRUCTIONS

- ☒ Always contact Agent
☐ Nominated contact

Contact 1:

Name: You will be provided with a maintenance link once your lease is finalised

Telephone: 81109888

Contact 2:

Name: After Hours EMERGENCY ONLY: 1300 362 515 (charges may apply if not emergency)

Telephone:

13. ADDITIONAL CONDITIONS

- ☐ N/A ☒ As detailed below ☐ See annexure

RENT

Rent must always be paid 2 week in advance and make by bank transfer to:
 BSB: 035-039 Account Number: 578889

1.Tenants will be issued with copies of all relevant documents including leases, lease renewals, copies of original invoices accompanied by a Kite Property invoice for the tenants records.

2.If occupying a Strata or Community Titled property, the tenant acknowledges if the tenant breaches any of the By-Laws they will be fined \$500 or fine amount listed in the By-Laws, by the Strata or Community Corporation.

3.Tenants must always make an appointment with their property manager prior coming into the office.

4.The tenant must direct all forms and communications to Kite, and at no time must the landlord be contacted directly.

5.If this property is leased as a furnished apartment. All furnishings are documented as part of the ingoing inspection. All furniture must be kept clean during the term of the lease and not be marked or damaged at the end of the tenancy. Any damage during the tenancy, including stains and scratches, will be the lease holder's responsibility to repair and/or replace.

6. If the property is leased with a storage cage as part of the tenancy. The cage is supplied with a latch only to hold the door closed. Any items stored in the cage are done so at the risk of the tenant and the landlord is not liable for any losses incurred. The tenant is approved to attach any lock they wish provided this does not damage or alter the cage. The tenant is advised but not required to obtain renters insurance to cover items stored in the cage. It is the tenants responsibility to return the cage unlocked and clean at the end of the tenancy.

INITIALS

Initials not required if using electronic signature

Residential Tenancy Agreement: Terms and Conditions



1. AGREEMENT

The Landlord agrees to rent the Property to the Tenant in accordance with the terms and conditions of this Agreement.

2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless a contrary intention appears:

- 2.1 "Act" means the *Residential Tenancies Act 1995*;
- 2.2 "Agent" means the person or organisation specified in Item 1 of the Schedule;
- 2.3 "Ancillary Property" means the property identified or specified in the Inspection Sheet;
- 2.4 "Bond" means the amount specified in Item 7 of the Schedule;
- 2.5 "Landlord" means the person or organisation specified in Item 2 of the Schedule;
- 2.6 "Premises" means the premises the subject of this Agreement specified in Item 4 of the Schedule;
- 2.7 "Property" means the Premises and the Ancillary Property (if any);
- 2.8 "Rent" means the amount specified in Item 6 of the Schedule and/or as varied in accordance with this Agreement;
- 2.9 "Tenant" means the person or organisation specified in Item 3 of the Schedule;
- 2.10 "Term" means the period this Agreement remains in force specified in Item 5 of the Schedule.

The singular includes the plural and vice versa and references to natural persons include corporations and vice versa. Where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind each party jointly and severally.

3. TENANT'S RIGHTS AND OBLIGATIONS

3.1 Subject to the provisions of the Act the Tenant must:

- 3.1.1 pay the Rent to the Agent in full in the manner and at the times specified in Item 6 of the Schedule, unless the Agent has given the Tenant a notice in writing setting out an alternative method;
- 3.1.2 pay the Bond to the Agent;
- 3.1.3 pay all outgoings of the Property to the Agent including gas, electricity, telephone and oil, together with rates and charges for water specified in Item 8 of the Schedule, within fourteen (14) days of receipt of a notice for payment;
- 3.1.4 keep the Property clean and secure, immediately notify the Landlord or the Agent of any damage to the Property and immediately report to the Landlord or the Agent any breakdown or fault in the equipment, electrical, smoke detectors or plumbing services in or on the Property;
- 3.1.5 pay the cost of repair to "the Plumbing" (as defined in clause 3.2.3) when damage to it is as a result of a breach by the Tenant of this Agreement;
- 3.1.6 keep the Property clear of rubbish, place household rubbish in a bin of the type approved by the local council, put the bin out for collection on the day of collection and retrieve it as soon as possible after it has been emptied;
- 3.1.7 regularly mow the lawn, weed and water the garden to at least maintain any garden that is part of the Property to the same standard as applied at the commencement of the Term;
- 3.1.8 keep all drains clear and not intentionally nor negligently do anything that will interfere with the proper operation of any Plumbing or drainage system on the Property;
- 3.1.9 use the Premises solely as a place of residence;
- 3.1.10 pay the cost of any repairs necessary because of damage to the Property as the result of an act or omission of the Tenant or any invitee of the Tenant;
- 3.1.11 return to the Agent's office the completed Inspection Sheet required by the Regulations under the Act within fourteen (14) days of the commencement of the Term, together with details of any disputed item on that Inspection Sheet;
- 3.1.12 where the Property includes a swimming pool or spa:
 - 3.1.12.1 supply and bear the cost of all necessary labour, chemicals and treatments to maintain the present condition of the swimming pool or spa;
 - 3.1.12.2 observe any instructions from the Landlord about the use or maintenance of the swimming pool or spa, including the correct chemical levels;
 - 3.1.12.3 not drain the swimming pool or spa without prior written consent of the Landlord;
 - 3.1.12.4 advise the Landlord or the Agent immediately upon becoming aware of any equipment, including fences or gates, being damaged or malfunctioning or of the condition of the pool or spa deteriorating such that remedial treatment is required;
- 3.1.13 effect and maintain any policy of insurance specified in Item 9 of the Schedule during the Term and, on demand, produce to the Landlord or the Agent a certificate of currency for that insurance;
- 3.1.14 indemnify and keep indemnified the Landlord and the Agent in respect of loss incurred or suffered as a result of any breach of this Agreement by the Tenant or any negligent act arising from the Tenant's use of the Property:
 - 3.1.14.1 this indemnity includes, without limitation, loss due to bodily injury, sickness, or death or loss, destruction or damage to property;
 - 3.1.14.2 this indemnity survives the expiration or termination of this Agreement.

INITIALS

Initials not required if using electronic signature

Residential Tenancy Agreement: Terms and Conditions



- 3.2 The Tenant must not without the prior written consent of the Landlord:
- 3.2.1 use, cause or permit the Property to be used for an illegal or unauthorised purpose;
 - 3.2.2 intentionally or negligently cause or allow others to intentionally or negligently damage the Property (including by driving nails, plugs or screws or fixing any adhesive material to any part of the Property);
 - 3.2.3 use any sink, basin, bath, lavatory, drain or similar facility ("the Plumbing") in or connected to the Property for other than their intended purpose;
 - 3.2.4 damage the Plumbing or the drainage or sewerage systems of the Property;
 - 3.2.5 affix any fixture or make any renovation, alteration or addition to the Property;
 - 3.2.6 remove or alter any fixture or device on the Property;
 - 3.2.7 cause or permit a nuisance or any interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the Property;
 - 3.2.8 assign this tenancy or sublet the Property. The Landlord may charge their reasonable expenses to the Tenant in giving consent to or considering an application for consent from the Tenant to sublet the Property or assign their interest in the tenancy;
 - 3.2.9 affix any television antenna, cable TV or satellite dish to the Property;
 - 3.2.9.1 it is acknowledged by the tenant that the landlord and/or the agent do not represent or guarantee that a telephone line or a television aerial is connected to the Premises, even if one or more telephone / aerial plug/s is located in the Premises;
 - 3.2.10 install any air-conditioning unit on or in the Premises;
 - 3.2.11 keep any animals (including reptiles, mammals, birds, poultry or fish) on the Property;
 - 3.2.12 permit any bicycle or motor cycle to be brought into the living areas of the Premises or left anywhere in or near the Premises other than in an agreed parking place;
 - 3.2.13 place any advertisement, notice or sign on or in the Property;
 - 3.2.14 interfere with any machinery, plant or equipment belonging to the Landlord on the Property other than to operate it in accordance with the Landlord's or the manufacturer's instructions;
 - 3.2.15 allow any person other than the intended occupants notified to the Landlord prior to the commencement of this Agreement to remain on the Property for more than fourteen (14) days;
 - 3.2.16 alter, remove or add any locks or other security devices to the Property. In the event consent is granted, the Tenant must supply any key, device or updated security code to the Agent as soon as practicable;
 - 3.2.17 cause or permit smoking within the Premises.
- 3.3 Where the Premises are a unit or lot under the *Strata Titles Act 1988* or the *Community Titles Act 1996* or are comprised in another form of multiple dwelling, the Tenant must not breach or permit a breach of the applicable Act or the Articles/By Laws of the Corporation made under that Act, or (in regard to other premises) of any Articles or Rules that apply and in particular must not:
- 3.3.1 park any motor vehicle or motor cycle in any place other than an allotted parking space;
 - 3.3.2 deposit any rubbish around the Property or any neighbouring properties other than in a bin provided for the purpose;
 - 3.3.3 place any pot or plant container or personal items on any window sill, balustrade, balcony or passageway or in any common areas;
 - 3.3.4 hang washing anywhere other than in areas provided for that purpose;
 - 3.3.5 use any communal laundry outside the times set by the Corporation.

4. LANDLORD'S RIGHTS AND OBLIGATIONS

- 4.1 Subject to the Act, the Landlord must:
- 4.1.1 provide the Property in a reasonable state of cleanliness;
 - 4.1.2 provide and maintain the Property in a reasonable state of repair having regard to its age, character and prospective life, however the Landlord will not be regarded as being in breach of the obligation to repair unless the Landlord has been given written notice by the Tenant of the defect requiring repair and the Landlord fails to act with reasonable diligence to have the defect repaired;
 - 4.1.3 provide and maintain such locks and other devices as are necessary to ensure that the Property is reasonably secure;
 - 4.1.4 pay all rates, taxes and charges imposed in respect of the Property other than rates and charges for water that are agreed to be paid by the Tenant and specified in Item 8 of the Schedule;
 - 4.1.5 allow the Tenant to have quiet enjoyment of the Property during the Term.
- 4.2 The Landlord must not:
- 4.2.1 cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Property;
 - 4.2.2 except where the Tenant is in default of this Agreement, alter, remove or add any lock or device of the type referred to in clause 4.1.3 without the Tenant's written or verbal consent.
- 4.3 Subject to the Act, the Landlord may increase the Rent and Bond during the Term, even if this Agreement is for a fixed term. If the Agreement is for a fixed term, any rent increase during the Term must be either by mutual agreement or in accordance with clause 4.4.

INITIALS

Initials not required if using electronic signature

Residential Tenancy Agreement: Terms and Conditions



- 4.4 By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:
- 4.4.1 the rent will be increased to \$ per on / / ;
and to \$ per on / / ; or
- 4.4.2 the rent increase can be calculated by the following method (set out details):

5. TERMINATION AND HOLDING OVER

The Landlord and Tenant agree:

- 5.1 this Agreement may only be terminated in accordance with the Act;
- 5.2 subject to clause 5.3, the Landlord may terminate this Agreement on seven (7) days notice to the Tenant if the Tenant breaches it in any respect whatsoever;
- 5.3 where the Landlord proposes to give a notice terminating this Agreement for non-payment of rent, the Rent must have been in arrears for at least fourteen (14) days before a notice of termination can be given;
- 5.4 if, with the approval of the Landlord, the Tenant remains in occupation of the Property after the expiration of the Term, this Agreement continues until determined by either party in accordance with the Act;
- 5.5 if the Tenant breaches this Agreement during its Term, and the Landlord re-lets the Property, then the Tenant will pay to the Agent the Landlord's reasonable re-letting costs including advertising, letting fee and any out of pocket expenses, together with the Rent to the date on which the Tenant is released (if applicable) from this Agreement;

6. PRIVACY ACT 1988

- 6.1 The parties agree and acknowledge that the Agent uses personal information collected from the Landlord and Tenant to act as the Landlord's agent and to perform their obligations under this Agreement. The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients.
- 6.2 The Agent may disclose information to other parties including media organisations, on the internet, to potential tenants, or to clients of the Agent both existing and potential, as well as to tradespeople, owners, corporations, government and statutory bodies, other agents, and to third party operators of tenancy reference databases. By entering into this Agreement the Tenant acknowledges that if they fail to comply with their obligations under this Agreement that fact and any other relevant information collected about the Tenant during the course of the tenancy may also be disclosed to other agents and third party operators of tenancy reference databases.
- 6.3 The Agent will only disclose information in this way to other parties as required to perform their duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the Privacy Act 1988.
- 6.4 If the Tenant would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this Agreement. The Tenant can also correct this information if it is inaccurate, incomplete or out-of-date.

7. ELECTRONIC COMMUNICATION

The parties to this agreement each consent to either of them or their representatives signing this agreement or any Notices under the Act by electronic signature pursuant to the *Electronic Communications Act 2000* and delivering this Agreement or any Notices under the Act by email pursuant to the Act and the *Electronic Communications Act 2000*.

8. ADDITIONAL CONDITIONS

This Agreement includes such Additional Terms and Conditions as specified in Item 13 of the Schedule.

9. GENERAL

- 9.1 This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of this State.
- 9.2 If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

INITIALS

Initials not required if using electronic signature

Residential Tenancy Agreement: Execution Page



EXECUTED AS AN AGREEMENT

The Tenant(s) acknowledge receipt of:

- ☒ Section 48 Notice

☒ A copy of this Agreement

☒ Information Brochure (*Residential Tenancies Act 1995*)

☐ Property Condition Report (2 copies)

☐ Manufacturers' Manuals – refer Annexure

☐ Additional fees and charges - refer Annexure

☐ Additional Conditions Annexure
- ☐ Number of Keys

☐ Number of Remote control devices

☐ Strata Articles

☐ Community Title By-laws

☐ Statutory Notice for Short Term Tenancy

☐ Other

☐ Other

Signed by Tenant 1

Tenant Name

DocuSigned by:
Nilakshi Amarasinghe Pahalage
935D379BEDDC46B...

Date: 18-Jul-23

Nilakshi Amarasinghe Pahalage

Signed by Tenant 2

Tenant Name

Date:

Signed by Tenant 3

Tenant Name

Date:

Signed by Tenant 4

Tenant Name

Date:

Signed by or on behalf of Landlord

☒ Agent as authorised ☐ Landlord

DocuSigned by:
Jun Xiong
FCEAB8A33F8048D...

Date: 18-Jul-23

Note:

1. REISA recommends that you should not sign any contractual document unless you are satisfied that you understand its terms.

2. Use of this Agreement by a non-member of REISA is a breach of Copyright.

NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES

INFORMATION BROCHURE

The information in this brochure is a summary of the Residential Tenancies Act 1995, it does not replace it.

The *Residential Tenancies Act 1995* requires that a landlord or agent must give the tenant this information brochure at the time that a residential tenancy agreement is entered into.

This brochure sets out the general rights and obligations of landlords and tenants in respect of all residential tenancy agreements in South Australia.

A residential tenancy agreement is formed when a person (landlord/agent) gives another person (tenant), the right to occupy premises in return for payment.

The landlord/tenant relationship...

Landlords and tenants both have rights and obligations when a tenancy agreement is entered into. **Some of these rights and obligations cannot be changed, even if there is a mutual agreement made between the parties.** This brochure outlines the main requirements of both parties, for full details on rights and responsibilities; refer to the *Residential Tenancies Act 1995* (the Act). If you have a query about your rights or responsibilities, contact Consumer and Business Services (CBS) on 131 882, or visit the Customer Service Centre at 91 Grenfell Street, Adelaide.

The landlord/tenant relationship begins when a landlord agrees to rent residential premises to a tenant. "Premises" includes the land and buildings contained on it, and all things provided for use by the tenant. However, a landlord and tenant may agree at the beginning of the tenancy to exclude certain parts of the premises as being for the landlord's use only.

A tenancy agreement can be written, verbal or even implied. It does not need to be in writing to be binding. If parties wish to enter into a written agreement, a copy of a standard lease agreement is available free from CBS, or from www.sa.gov.au/tenancy/privaterentalforms

The landlord must pay any cost associated with the preparation of a written lease. There is to be no cost to the tenant.

The landlord is obliged to...

- inform prospective tenants of any intention to sell the property;
- provide the tenant with a written notice setting out the agent/landlord contact details;
- provide the tenant with a copy of the lease agreement if the landlord has required the tenant to sign a written agreement;
- complete and provide two signed inspection sheets and a copy of this information brochure to the tenant at the commencement of the tenancy;
- provide manuals, or written, or oral instructions for the operation of domestic appliances e.g. air conditioner. Domestic appliances must also be listed in the tenancy agreement;
- allow the tenant to pay rent by at least one means that doesn't involve the payment of cash, or the use of a rent collection agency;
- provide the premises in a clean and reasonable state;
- keep proper rent records and give proper receipts for any money received from the tenant. *If the tenant pays rent into an account that is kept by the landlord or agent at a financial institution and the landlord or agent keeps a written record containing the information normally required on a receipt, a receipt does not have to be given to the tenant;*
- pay charges for water usage and supply as agreed between the landlord and the tenant. In the absence of an agreement if the water supply is separately metered, the tenant is responsible to pay for all water usage and the water supply charge. If there are multiple properties on one meter, a special clause must be included in the lease agreement outlining how water charges are to be determined. *Sewerage charges are always the responsibility of the landlord;*
- pay council rates, land tax charges, sewerage charges and any levies;
- maintain and repair the premises (having regard to their age, character and prospective life);
- allow the tenant peace, comfort and privacy;
- provide and maintain locks to ensure the premises are reasonably secure.

The tenant is obliged to...

- pay the rent on time. *If the tenant receives a Centrelink payment, the landlord may agree for the rent to be paid using Centrepay. (For details on Centrepay contact the nearest Centrelink Office). If rent is paid electronically, it will be taken to be paid on the date the money is received in the landlord's account;*
- keep the premises in a reasonable state of cleanliness;
- pay charges for water usage and supply as agreed between the landlord and the tenant. In the absence of an agreement, if the water supply is separately metered, the tenant is responsible to pay for all water usage and the water supply charge. If there are multiple properties on one meter, a special clause must be included in the lease agreement outlining how water charges are to be determined. *Sewerage charges and any levies are always the responsibility of the landlord;*
- not intentionally or negligently cause or allow damage to be caused to the premises;
- notify the landlord of damage to the premises;
- notify the landlord when repairs are needed;
- not use the premises, or allow them to be used, for any illegal purpose;
- not cause or allow a nuisance or interference with the reasonable peace, comfort and privacy of anyone else living in the immediate vicinity of the premises;
- not fit any fixtures or make any alterations to the premises (including picture hooks, shelves and fences) without the landlord's permission.

Landlord's right of entry to rented premises...

- in an emergency;
- at a time previously arranged with the tenant, but not more often than once every week to collect rent;
- to inspect the premises (not more often than once every four weeks) after giving seven to fourteen days **written notice** specifying the date, purpose of entry and an entry period of up to two hours;
- to carry out garden maintenance at the request of the tenant, or at a time previously arranged with the tenant no more than 7 days before the day of entry, or after giving seven to fourteen days **written notice**;
- to carry out necessary repairs (other than in an emergency) or maintenance (other than garden maintenance) at the request of the tenant or after giving at least 48 hours' notice;
- to show the premises to prospective tenants at the request of the tenant, or after giving reasonable notice to the tenant during the last 28 days of a tenancy;
- at a time agreed by the tenant, or after giving reasonable notice to the tenant to show the premises to prospective purchasers no more than twice weekly;
- to determine whether a breach has been remedied after the landlord has given the tenant notice of a breach of agreement. No less than 7 and no more than 14 days **written notice on a prescribed form** must be given;
- if it is believed on a reasonable ground that the tenant has abandoned the premises;
- for some other genuine purpose after giving seven to fourteen days **written notice** specifying the date, time and purpose of entry, or with the consent of the tenant.

All entries, unless agreed, must take place between normal hours i.e. 8am and 8pm on any day other than a Sunday or public holiday.

At the beginning of a tenancy...

A landlord has the right to choose a suitable tenant. Under the Act, it is illegal to discriminate against tenants with children. **This does not apply if the landlord or agent lives in the premises the tenancy relates to.**

Other laws against discrimination also exist under the Equal Opportunity Act. For information about discrimination laws visit the Equal Opportunity Commission's website at www.eoc.sa.gov.au.

Residential tenancy databases...

A Residential Tenancy Database (RTD) is a commercial database containing information about tenancies, not a database kept by an entity for use of its officers, employees or agents.

A landlord or agent must tell a prospective tenant if they intend to use the services of a RTD to decide whether an agreement should be entered into. They must also tell the prospective tenant if they find that an RTD contains information about them and how the tenant can have the information amended or removed.

A landlord or agent must not list information on an RTD unless the tenant is given at least 14 days to review this information. A listing must be removed after three years.

Types of lease agreements...

There are two types of residential tenancy agreements.

- [1] **Periodic** - an agreement (written, verbal or implied) for an indefinite period until it is lawfully terminated;
- [2] **Fixed term** - a specific start date and end date agreed upon at the beginning of the tenancy (e.g., six or twelve months).

The landlords and tenants rights and obligations under both types of agreements are exactly the same. There are differences, however, in the conditions of **termination**.

A landlord must keep a copy of a written agreement and any variation of the agreement (in paper or electronic form) for two years after the tenancy has ended.

Bond...

For rental properties where the rent payable is \$800 per week and under, the landlord cannot ask for a bond that is more than four weeks' rent. For rent over \$800 per week, a landlord cannot ask for a bond that is more than six weeks' rent. Money received as a bond must be receipted within 48 hours. The receipt must show the date, the person's name, the amount and address of the premises for which the bond has been paid. All bonds (including any part payments) must be lodged with CBS within two weeks (or in the case of registered land agents, four weeks) of receipt. The bond may be lodged together with a bond lodgement form (payment by Direct Debit, or cheque to the Residential Tenancies Fund), or online at <https://www.sa.gov.au/topics/housing/renting-and-letting/residential-bonds/lodging-a-bond>.

A bond may be increased if at least two years have passed since the bond was paid or last increased. Where a bond is increased, the increase must be lodged with CBS within the required time frame.

Housing SA issue bond guarantees to approved tenants; this guarantee is used in the same way as a cash bond and provides the same security for landlords. Bond guarantees do not become valid until they have been lodged with CBS and have received a lodgement number. Housing SA will cancel a bond guarantee if it is not lodged with CBS by the 'lodge by' date shown on the front of the form.

Whether or not a bond is paid, the Act applies to all residential tenancy agreements in South Australia.

Inspection sheets...

At the beginning of the tenancy the landlord is required to provide the tenant with two signed inspection sheets, which must include comprehensive details of fixtures, furniture and other contents in the premises and their condition at the commencement of the tenancy. After both inspection sheets have been completed and signed by the tenant, the tenant must keep one and return the other copy to the landlord. The inspection sheets may be adapted to suit particular premises. Care should be taken when completing these forms, as they may be called upon in the event of a dispute or for repayment of the bond at the end of the tenancy.

***Inspection sheets should be kept throughout the tenancy.
Care should be taken so that they are not lost or destroyed.***

Rent in advance...

Besides paying a bond at the beginning of the tenancy, a tenant can be required to pay the first two weeks' rent. If two weeks' rent is paid at the start of the tenancy, no rent is due until those two weeks have passed. Besides a bond and two weeks' rent, the landlord cannot ask for any other money at the start of the tenancy.

Rent increases...

The landlord may increase the rent under the following circumstances:

- where there is a **fixed term** agreement, the rent cannot be increased during the term, unless the agreement includes a condition that specifically provides for an increase in rent and indicates how any rent increase will be calculated (e.g. in accordance with CPI). If the agreement provides for an increase, the rent can be increased after giving at least sixty days written notice, specifying the amount of the increase and the date on which the increase is to commence. The date fixed for an increase must be at least twelve months after the commencement of the agreement or, at least twelve months since the last increase in rent;
- where there is a **periodic** agreement, the rent can be increased after giving at least sixty days written notice, specifying the amount of the increase and the date on which the increase is to commence. The date fixed for an increase must be at least twelve months after the commencement of the agreement or, at least twelve months since the last increase in rent;
- with an offer of extension or new agreement, provided the rent was not increased in the last twelve months;
- anytime by mutual agreement between the landlord and the tenant.

Where specific rent increases are set out in the lease agreement and the dates on which the increases will occur are clearly defined, 60 days written notice is not required.

Repairs and maintenance...

The tenant must not cause damage to the premises. If damage does occur, the landlord should be notified as soon as possible. If a tenant intentionally or carelessly causes (or allows damage to be caused) to the premises, it is the tenant's responsibility to repair the damage.

If damage or repairs are needed due to normal wear and tear, or in any way that is not the tenant's fault, the landlord should be notified immediately. The landlord is responsible to repair and maintain the premises under these circumstances. If the landlord has not attended to the repair, or if the tenant has not been able to contact the landlord, the tenant may have **emergency** repairs carried out by a licensed tradesperson. If this happens, the tenant must get a written report from the tradesperson.

Termination...

The prescribed forms, which must be used when issuing a notice of termination, are available from CBS and at sa.gov.au/tenancy/privaterentalforms

Periodic tenancy -

- **The tenant** may give 21 days' **written notice** or a period equivalent to a single period of the tenancy, (whichever is the longer), to the landlord at any time. For example, if the rent is paid weekly or fortnightly, the tenant is required to give 21 days' notice. If the rent is paid calendar monthly, the tenant would need to give a calendar month's notice.
- **The landlord** may give **written** notice of termination at any time, as follows:
 - the landlord requires possession of the premises for the landlord's own occupation, or occupation by the landlord's spouse, child or parent, or occupation by the spouse of the landlord's child or parent - 60 days;
 - premises required for demolition - 60 days;
 - where the premises have been sold, to be given any date from the signing of the contract of sale - 60 days;
 - possession of the premises is required for repairs or renovations that cannot be carried out conveniently while the tenant remains in possession of the premises - 60 days;
 - notice where no reason is given - 90 days.

Fixed term tenancy -

- Unless mutually agreed, neither the landlord nor the tenant can terminate a fixed term agreement before the end of the term without being held responsible for costs associated with finding a new tenant. For further information, contact CBS for advice;
- Either the landlord or the tenant may terminate a fixed term agreement at the end of the term after giving at least 28 days **written** notice. If this notice is not given by either party, the agreement will continue as a periodic tenancy;
- At the end of a fixed term tenancy, if 28 days notice is given to a tenant and the tenant has not vacated the premises, the landlord may apply to the South Australian Civil and Administrative Tribunal (SACAT) for an order for possession of the premises.

Termination for breach of agreement...

Both the landlord and the tenant can give a termination notice on the prescribed form to the other for a breach of the conditions of the lease. A breach of an agreement must be remedied within at least seven clear days from the date the notice is given.

If the landlord has served a valid termination notice for breach of contract or rent arrears of more than 14 days and the breach or rent arrears is not rectified within seven days, the tenancy may terminate when the notice expires. If vacant possession is not given by the requested date, the landlord may apply to SACAT for an order of possession. Only a SACAT bailiff can enforce an order for vacant possession.

If a party (*the respondent*) disputes the termination notice, they can apply to SACAT for an order stating that they are not in breach or that the breach has been fixed.

If a notice of termination is served for rent arrears on at least two occasions in a 12 month period, the landlord may make application to SACAT for vacant possession without first serving a third breach notice on the tenant.

Termination for frustrated agreement...

A landlord or tenant may terminate a residential tenancy agreement if the premises or a substantial portion of the premises are uninhabitable, or are no longer able to be used for residential purposes, or have been acquired by compulsory process.

The landlord must provide at least 60 days notice to the tenant and the tenant may provide notice that the agreement will terminate immediately.

Termination by tenant if premises for sale...

The tenant can terminate a tenancy if within two months after the start of the agreement the landlord enters into a contract for the sale of the premises and the landlord did not advise the tenant of the intention to sell before the agreement was entered into.

Termination for undue hardship...

Under the Act, if continuing the tenancy would cause undue hardship to either the landlord or the tenant, an application can be lodged with SACAT for termination of the tenancy. Generally 'undue hardship' does not include financial difficulties.

Refund of bond...

- ***The bond money belongs to the tenant. It is important for the tenant to arrange for the bond to be refunded when the tenancy ends.***
- ***It is important for the tenant to provide their landlord/agent or CBS with their forwarding address so they can be informed of the bond refund process.***

Where parties agree

At the end of the tenancy when the tenant and landlord agree how the bond is to be repaid, the bond can be refunded by submitting a claim online or lodging a bond refund form. If a bond refund form is lodged, it should be completed and signed by both parties (signature verification must be provided). The bond can be paid via electronic funds transfer, or a cheque may be posted.

Notice of claim

If a bond is **requested by the tenant without the landlord/agent's consent**, the landlord/agent is notified and given an opportunity to dispute it. If the refund is not disputed the bond will be paid to the tenant. If the refund is disputed the landlord/agent will be required to lodge an online application with SACAT.

If a bond is **claimed by the landlord/agent without the tenant's consent**, the tenant is notified and given an opportunity to dispute it. **If the claim is disputed**, the landlord/agent will be required to lodge an online application with SACAT. **If there is no response by the tenant/resident**, the landlord/agent will be required to provide CBS with evidence of their claim and if the claim is not substantiated it may be refused and the landlord/agent will then need to make an application to SACAT. **If the tenant agrees** with the claim the bond will be paid out.

Disputed bonds

A bond dispute will be referred to SACAT who will list the matter for a conciliation conference. If the matter cannot be conciliated, a full hearing may be set down for a later date.

If a dispute arises over how the bond should be refunded, either party can contact CBS on 131 882.

RentRight SA can provide free and independent advocacy support at SACAT. For more information about their services ring 1800 060 462 or email rentrightsa@syc.net.au

Unclaimed money

If a bond has been paid for a property rented in the past and the refund of that bond has not been applied for, that bond may still be held in the Residential Tenancies Fund. After providing details about the tenancy in question (e.g. the exact address, the other party's name, the bond amount and proof of identity), CBS can refund the bond accordingly.

If you believe there is unclaimed money belonging to you held in the Fund, please check the bond status register at <https://secure.cbs.sa.gov.au/OLR/IVR/public/CheckBondStatus.php> or contact CBS on 131 882.

Subletting and assignment...

A tenant has the right, with the landlord's written approval, to sublet the rental premises, or assign their interest to another party. The landlord cannot unreasonably withhold consent or charge for subletting or assignment, except for reasonable expenses in doing so.

To 'sublet' means that a tenant rents out all or part of the premises to someone else, and in effect becomes the landlord to the subtenant. To 'assign' means to transfer a tenancy to someone else. That does not mean, however, that the original tenant no longer has responsibility for the tenancy. Before subletting or assigning a tenancy, it is advisable to first contact CBS.

Dispute resolution...

Consumer and Business Services' role is to give advice to landlords and tenants and to resolve disputes. A party to a residential tenancy dispute may apply to CBS for conciliation of the dispute. Alternatively, SACAT may, either before or during the hearing of proceedings, appoint a mediator to achieve a negotiated settlement. SACAT may also refer the matter to a conciliation conference or hearing.

If you are a party to a tenancy dispute and require assistance, contact CBS on 131 882.

SACAT hearings...

SACAT is an independent specialist Tribunal that provides a prompt and informal way of determining disputes between landlords and tenants. Both landlords and tenants may apply to SACAT to have disputes determined. There is a cost to apply to SACAT. Members of SACAT conduct hearings with a minimum of formality. Both parties are expected to attend and usually present their own cases. SACAT is located at Level 4, 100 Pirie Street, Adelaide and can be contacted on free call 1800 723 767, or visit sacat.sa.gov.au.

Community Housing Organisations...

Community housing providers and housing co-operatives are community managed organisations. They provide affordable housing for people on low incomes or with special housing needs who can't access or maintain other forms of accommodation.

The tenants of community housing organisations are covered by the Act, but there are some sections that are varied or don't apply. Community housing organisations can apply to SACAT for further exemptions or variations of a section of the Act.

For information about accommodation through a community housing organisation see [Public and community housing](#) on the sa.gov.au website.

If you have difficulty in understanding this pamphlet ring the Translating and Interpreting Service on 131-450. Don't hang up, your call will be answered (Local call cost only).

Amharic / አማርኛ

ይህን መጽሔት ለመረዳት ችግር ካለዎት ፡ ለተርጉም አገልግሎት በቴሌፎን ቁጥር 131-450 በላቶሎ ደውሉ ። ደወላቸው ለሰላምታዎቻቸው ፡ ቴሌፎኑን አትዘጉት ። (በውስጥ ጥሬ ዋጋ ብቻ)

Arabic / عربي

إذا كنت تجد صعوبة في فهم هذه النشرة ، إتصل هاتفياً بخدمة الترجمة الكتابية والشفوية (Translating and Interpreting Service) على الرقم 131-450. لا تقفل الخط ، لأنه سوف يتم الرد على مكالماتك (تكلفة مكالمات محلية فقط)

Chinese / 中文

如果您不能理解本手冊，請打電話到翻譯及傳譯服務處 (Translation and Interpreting Service)，電話號碼 131-450。請耐心等待，會有人接您的電話 (按當地電話收費) 。

Croatian/Hrvatski

Ako Vam je teško razumijeti ovu brošuru, nazovite Službu tumačenja i prevođenja na 131-450. Nemojte spustiti slušalicu, na vaš poziv će biti odgovoreno (za cijenu mjesnog poziva).

Greek/ Ελληνικά

Αν δυσκολεύεστε να καταλάβετε αυτό το φυλλάδιο τηλεφωνείτε στην Υπηρεσία Μετάφρασης και Διερμηνείας Τηλέφωνο 131 450. Μην κλείσετε το τηλέφωνο, το τηλέφωνό μας θα σας απαντήσει (Χρέωση για τοπικό κλήμα μόνο).

Hazaragi

اگر دانستن این رساله بری تان مشکل، به خدمات ترجمه کتبی و شفاهی به شماره 131 450 زنگ بزنید. تلفون را قطع نکنید، به تلفون شما جواب داده موشه (صرف با هزینه تماس محلی)

Hungarian/Magyar

Ha nem érti ezt a nyomtatványt, mert nem beszél angolul, hívja a Fordító és Tolmács Szolgálatot a 131-450 telefonszámon (helyi hívásnak számít). Kérjük, várjon, amíg hívására valaki válaszol.

Italian/Italiano

Se avete difficoltà a capire questo opuscolo telefonate al Servizio Traduzione e Interpretariato (Translating and Interpreting Service) Tel. 131-450. Non mettete giù il telefono, qualcuno risponderà alla vostra chiamata (il costo è uguale ad una telefonata locale).

Khmer / ខ្មែរ

ប្រសិនបើអ្នក មានការពិបាក ទីងយល់សន្ធឹកព័ត៌មាននេះ ចូរហៅទូរស័ព្ទ ទៅកន្លែងផ្នែកបំរើបកប្រែភាសា តាម លេខ 131-450 ។ ចូរកុំដាក់ប្រដាប់ទូរស័ព្ទចុះ គេនឹងឆ្លើយតបទៅការហៅរបស់អ្នក (ការហៅទូរស័ព្ទរបស់អ្នក គិតតាមត្រីតិលៃហៅក្នុងតំបន់)។

Persian / فارسی

چنانچه مشکلی در فهم این جزوه دارید لطفا به اداره خدمات مترجمی به شماره 131 450 تلفن فرمائید. گوشی را زمین نگذارید ، جواب تلفن شما داده خواهد شد . (هزینه تلفن محلی)

Polish /Polski

Jeżeli mają państwo trudności ze zrozumieniem tej broszury proszę zadzwonić do biura tłumaczy *Translating and Interpreting Service* pod numer 131-450. Proszę nie odkładać słuchawki, ktoś odbierze telefon. (W cenie rozmowy miejscowej).

Portuguese/ Português

Se tem dificuldade em compreender este panfleto, ligue para o Translating and Interpreting Service / Serviço de Tradutores e Intérpretes, telefone número 131-450. Não desligue pois a sua chamada será atendida (pelo custo de uma chamada local apenas).

Romanian/Română

Dacă aveți dificultăți în înțelegerea acestei broșuri, vă rugăm să luați legătura cu Serviciul pentru Traduceri și Interpretări, la numărul 131-450. Nu închideți telefonul, vi se va răspunde. (Costul este cel al unei convorbiri locale).

Russian/Русский

Если у Вас возникнут трудности в понимании содержания этой брошюры, позвоните в Службу переводов по номеру 131 450. Не вешайте трубку, Вам ответят (по стоимости только местного звонка).

Serbian/СРПСКИ

Ako imate tешkoћа u комуникацији на енглеском језику позовите службу за тумачење и преводње на телефон број 131-450. Немојте да спустите слушалицу, добићете одговор на ваш позив (цена локалног позива).

Spanish/Español

Si tiene dificultades en entender este panfleto llame al Servicio de Interpretación y Traducción al 131-450. Por favor no cuelgue, su llamado será atendido. (Al costo de una llamada local).

Tagalog

Kung nahihirapan kang unawain ang pamphlet na ito, tawagan ang Serbisyo sa Pagsasaling-wika at Pag-interpret (Translating and Interpreting Service) sa 131 450. Huwag ibaba ang telepono, sasagutin ang iyong tawag (may mga singilin sa lokal na tawag lang).

Tamil

இந்தத் துண்டுப் பிரசுரத்தைப் புரிந்து கொள்வதில் சிரமம் இருந்தால், நீங்கள் 131 450 எனும் தொலைபேசியில் மொழிபெயர்ப்பு மற்றும் உரைபெயர்ப்பு சேவையை அழையுங்கள். தொலைபேசியை வைக்காதீர்கள், உங்கள் அழைப்புக்குப் பதில் கிடைக்கும். (உள்ளூர் அழைப்புக் கட்டணம் மட்டுமே)

Tigrigna / ትግርግ

ዝኒ መጽሐፍቲ ንምርዕኡ ስምዒት ክትገብሩ፡ ናብ ትግርግ ኣገልግሎት ብድህሪ ኮሌጂ 131-450 ኢኡኡ ደውሉ ። ደውሉኡ ከምኡኡ ስለኣኹ ፡ ኮሌጂ ኣይተሰደድዎ ። (ብውጥባቂ ዳውሊት ዋጋ ጥራይ)

Turkish/Türkçe

Eğer bu broşürü anlamakta güçlükçekiyorsanız Çeviri ve Tercümanlık bürosunu 131-450 numaradan arayınız. Telefonu kapatmayınız, size yanıt verilecektir (sadece şehiriçi telefon ücreti karşılığı).

Ukrainian/Українська

Якщо Ви маєте труднощі з розумінням цієї брошури, **будь ласка**, потелефонуйте до Служби **перекладів по номеру** 131 450. Не **кладіть** трубку. Вам **буде дано відповідь** (вартістю лише місцевого виклику).

Vietnamese/Việt Ngữ

Nếu quý vị gặp khó khăn trong việc hiểu tài liệu này, xin hãy gọi điện thoại cho Dịch Vụ Thông Phiên Dịch (Translating and Interpreting Service) qua số 131-450. Xin quý vị đừng gác ống nghe, cú gọi của quý vị sẽ được trả lời (Phí tổn điện thoại chỉ bằng một CÚ gọi trong địa phương mà thôi).

Consumer and Business Services

For more detailed information and advice about tenancy matters, contact -

Consumer and Business Services

Customer Service Centre
91 Grenfell Street
ADELAIDE SA 5000
(GPO Box 965, ADELAIDE SA 5001)

Telephone: 131 882
Facsimile: 8204 9570

sa.gov.au/tenancy/renters

Regional offices

11 Helen Street, MT GAMBIER

9 Mackay Street, PORT AUGUSTA

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Bond lodgement facilities are available at Service SA offices located at:

- Berri
- Gawler
- Kadina
- Mount Gambier
- Murray Bridge
- Naracoorte
- Port Augusta
- Port Lincoln
- Port Pirie
- Whyalla

Please note, only cash, cheque or money orders can be taken at these offices.

NOTICE TO TENANT OF LEASE EXTENSION

(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)

To

Tenant 1: Nilakshi Amarasinghe Pahalage

Tenant 2:

Tenant 3:

Tenant 4:

Tenant 5:

Tenant 6:

Tenant 7:

Tenant 8:

(insert name of tenant(s))

Address of rented premises:

Street 1: 5/365A Marion Road

Street 2:

Suburb: Plympton

State: SA

Postcode: 5038

I give you notice that your current lease expires on 15 / 07 / 2024

(insert date)

Your current rent is \$ 380.00 per week

(insert amount)

(insert rental period eg fortnight, calendar month)

I wish to offer you an extension of your lease for a further 12 months ~~weeks~~

(Strike out whichever is not appropriate)

The lease extension will expire on 14 / 07 / 2025

(insert date)

The rent will / ~~will not~~ be increased / ~~will be decreased~~

(Strike out whichever is not applicable)

The new rent will be \$ 430.00 per week

(insert amount)

(insert rental period eg fortnight, calendar month)

with the first payment due on 23 / 07 / 2024

(insert date)

The Terms of your lease are varied as follows and if not varied then remain the same:

☒ N/A

☐ As detailed below

☐ See annexure

Please sign and return this Notice to your Agent by 03 / 06 / 2024 if you wish to accept.

(insert a date that is more than 28 days before the lease ends)

The Tenants expressly consent to the collection and use of the Personal Information and content in accordance with the REISA privacy policy at www.reisa.com.au.

PLEASE NOTE:

- If this form is not returned by the above date, the landlord may give you at least 28 days written notice (Form 2A) to end the fixed term agreement.
- If you wish to vacate at the end of the fixed term you must give your landlord at least 28 days written notice (Form 4B) to end the fixed term agreement.
- If the lease is not extended and at least 28 days written notice is not given by either party the agreement continues as a residential tenancy agreement for a periodic tenancy.

NOTICE TO TENANT OF LEASE EXTENSION

(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)

Signed by Tenant 1

Nilakshi Amarasinghe Pahalage

Date: 12/05/2024

Tenant Name

Nilakshi Amarasinghe Pahalage

Signed by Tenant 2

Date:

Tenant Name

Signed by Tenant 3

Date:

Tenant Name

Signed by Tenant 4

Date:

Tenant Name

Signed by Tenant 5

Date:

Tenant Name

Signed by Tenant 6

Date:

Tenant Name

Signed by Tenant 7

Date:

Tenant Name

Signed by Tenant 8

Date:

Tenant Name

Signed by or on behalf of the Landlord

Kerldall Hawke

Date: 13/05/2024

☒ Agent as authorised ☐ Landlord

Document

Request Id 24b4834b-d3af-4f12-a9b2-52f454b4ad3a
Created Apr 9th 2024, 1:26 PM
Completed May 13th 2024, 12:09 PM

Signing Complete

Agency		Agent	
Name	Kite Enterprises Pty Ltd	Name	Kite Property
ABN	69121216537	Email	rental@kiteproperty.com.au
Address	254 Angas Street Adelaide SA 5000		

Signing Events

- Kite Property** created the signing request.

Apr 9th 2024, 1:26 PM

Please find attached a copy of the lease renewal for you to sign electronically.
We ask that you carefully read through the lease renewal checking that all details are correct. Once you are satisfied all the information is correct we ask that you sign the document as indicated.
If you notice any issues with the lease renewal or any have queries please contact us before signing.
- Tenant (1) - Tenant (1)** was sent the signing request.

Apr 9th 2024, 1:26 PM

nilakshi201@gmail.com
- Tenant (1) - Tenant (1)** viewed the signing request.

Apr 9th 2024, 5:21 PM
- Tenant (1) - Tenant (1)** signed the document.

May 12th 2024, 5:11 PM

Nilakshi Amarasinghe Pahalage
- Landlord/Agent - Landlord/Agent** was sent the signing request.

May 12th 2024, 5:11 PM

kendall@kiteproperty.com.au
- Landlord/Agent - Landlord/Agent** viewed the signing request.

May 13th 2024, 12:07 PM
- Landlord/Agent - Landlord/Agent** signed the document.

May 13th 2024, 12:09 PM

Kendall Hawke

Form

Form Id 3023549
Name Lease Renewal 5/365A Marion Rd - 2024
Template Notice of Lease Extension

Recipients (2)

Tenant (1) Nilakshi Amarasinghe Pahalage
nilakshi201@gmail.com

Landlord/Agent Kendall Hawke
kendall@kiteproperty.com.au

Assignment Form



Property Address

Street 1: 5/365A Marion Road
Street 2:
Suburb: Plympton State: SA Postcode: 5038

LANDLORD(S) Full Name(s): Casey Lailey
Full Name(s): Leah Lailey

OUTGOING TENANT(S) (referred to as Assignor)

Full Name: Nilakshi Amarasinghe Pahalage
Telephone: 0452 657 632 Email: nilakshi201@gmail.com
Full Name:
Telephone: Email:
Full Name:
Telephone: Email:
Full Name:
Telephone: Email:

INCOMING TENANT(S) (referred to as Assignee)

Full Name: Prashan Mihiranga Hunukumbura
Telephone: 0444 540 291 Email: mihiranga186@gmail.com
Full Name: Widushi Widanalage
Telephone: 0476 287 288 Email: widushidemel56@gmail.com
Full Name:
Telephone: Email:
Full Name:
Telephone: Email:

REMAINING TENANT(S)

Full Name:
Telephone: Email:
Full Name:
Telephone: Email:
Full Name:
Telephone: Email:
Full Name:
Telephone: Email:

Assignment Form



Tenancy Agreement

☒ Fixed: Commencement Date: 16 / 07 / 2024 End Date: 14 / 07 / 2025
☐ Periodic: Commencement Date: / /

Rent

Amount: \$ 430.00 ☒ Weekly ☐ Fortnightly ☐ Calendar monthly

Effective Date of Assignment 15th October 2024

Terms and Conditions

- The Parties agree, pursuant to the rights and obligations stated within section 74 of the *Residential Tenancies Act 1995*, and the Residential Tenancy Agreement (referred to as the "Tenancy Agreement") that
 - The Assignor is assigning all rights and obligations under the Tenancy Agreement to the Assignee;
 - The Assignee is accepting all of the rights and responsibilities under the Tenancy Agreement; and
 - The Managing Agent (on behalf of the Landlord) consents to the assignment.
- As at the date of execution of this Agreement, all of the terms and conditions of the Tenancy Agreement then
 - apply to and for the benefit of the Assignee;
 - apply to and for the benefit of the Managing Agent (representing the Landlord); and
 - any liability found to be in existence prior to this assignment is and remains the responsibility of the Assignor.
- The parties to this agreement each consent to either of them or their representatives signing this agreement or any Notices under the *Residential Tenancies Act 1995* by electronic signature pursuant to the *Electronic Communications Act 2000* and delivering this Agreement or any Notices under the *Residential Tenancies Act 1995* by email pursuant to the *Residential Tenancies Act 1995* and the *Electronic Communications Act 2000*.

Copyright and Intellectual Property

The material in this Agreement is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the content, compilation and/or data inserted into the Agreement are owned or controlled for these purposes, and are reserved, by the Real Estate Institute of South Australia (REISA).

Privacy

- REISA respects your right to privacy and are committed to safeguarding your privacy. We adhere to the Australian Privacy Principles contained in the *Privacy Act 1988*.
- The Personal Information provided in this Agreement, on other documents or collected from other sources including by being entered into forms generation software and /or on websites is necessary for the Agent to manage the performance of obligations under the Agreement and the Tenancy in general.
- Personal information may be collected and stored about the Outgoing Tenants, Incoming Tenants and Remaining Tenants (collectively, Tenant(s)). The Agent collects, stores and manages Personal Information about Outgoing Tenants, Incoming Tenants and Remaining Tenants (collectively, Tenant(s)) in accordance with its own privacy policy and/or practices.
- By signing this Agreement, the Tenants expressly consent to the collection and use of the Personal Information as provided for in the REISA privacy policy available at www.reisa.com.au.

Assignment Form



The relevant provision of the *Residential Tenancies Act 1995*, is provided below:

74—Assignment of tenant's rights under residential tenancy agreement

- (1) A tenant under a residential tenancy agreement may, by written or oral agreement with another—
 - (a) assign the tenant's interest in the agreement to the other; or
 - (b) sub-let the premises to which the residential tenancy agreement relates to the other.
- (2) However, it is a term of a residential tenancy agreement that—
 - (a) the tenant must not assign the tenant's interest, or sub-let the premises, without the written consent of the landlord; but
 - (b) the landlord—
 - (i) must not unreasonably withhold consent (unless the landlord is a registered community housing provider, in which case the landlord has an absolute discretion to withhold consent to an assignment); and
 - (ii) must not make a charge for giving consent or considering an application for consent exceeding the landlord's reasonable expenses.
- (2a) The absence of consent does not invalidate an assignment or sublease unless the landlord is a registered community housing provider.
- (2ab) However, if the landlord's consent to an assignment is not obtained—
 - (a) the tenant who assigns the interest remains liable to the landlord under the residential tenancy agreement (together with the new tenant, who is jointly and severally liable) unless the landlord has unreasonably withheld consent; but
 - (b) this continuing liability of the assignor does not apply, in the case of a periodic tenancy, to a liability accruing more than 21 days after the landlord became aware or ought reasonably to have become aware of the assignment (whichever is the earlier).
- (2b) If the landlord's consent to an assignment is not obtained and the landlord had, before the assignment, served a notice of termination on the assignor, the landlord may enforce the notice against the assignee.
- (2c) The landlord may terminate a residential tenancy agreement on the ground that the tenant has assigned the tenant's interest, or has granted a sub-tenancy, without the landlord's consent, but only if the landlord has not unreasonably withheld consent and serves the notice of termination within 21 days after the time the landlord became aware or ought reasonably to have become aware of the assignment or sub-tenancy (whichever is the earlier).
- (3) The effect of an assignment under this section is that the assignee is substituted for the assignor as tenant under the residential tenancy agreement (but the assignor remains responsible for liabilities that accrued before the date of the assignment).
- (4) An assignee is liable to indemnify the assignor for liabilities incurred by the assignor to the landlord because of a breach of the residential tenancy agreement by the assignee.
- (5) If the tenant assigns the tenant's interest, an amount paid by the tenant and held by way of a bond will (unless the parties agree to the contrary) continue to be held as a bond for the proper performance by the assignee of obligations under the residential tenancy agreement.

For the purposes of this Agreement, the references in Section 74 (the "Section 74 Obligations") as per above, apply to this Agreement. Any inconsistency between the Section 74 Obligations contained within the *Residential Tenancies Act 1995* (and any associated Regulations), and this Assignment Agreement or the Tenancy Agreement, then the Section 74 Obligations will prevail.

Assignment Form

**Executed as an Agreement:**

The Incoming Tenant(s) acknowledge receipt of

☒ Tenancy Agreement ☒ Ingoing Property Condition Report

Signed by Outgoing Tenant:

Nilakshi Amarasinghe Pahalage

Date: 09/10/2024

Tenant Name

Nilakshi Amarasinghe Pahalage

Signed by Outgoing Tenant:

Date:

Tenant Name

Signed by Outgoing Tenant:

Date:

Tenant Name

Signed by Outgoing Tenant:

Date:

Tenant Name

Signed by Incoming Tenant:

Prashan Mihiranga Hunukumbura

Date: 09/10/2024

Tenant Name

Prashan Mihiranga Hunukumbura

Signed by Incoming Tenant:

Widushi Widanalage

Date: 09/10/2024

Tenant Name

Widushi Widanalage

Signed by Incoming Tenant:

Date:

Tenant Name

Signed by Incoming Tenant:

Date:

Tenant Name

Signed by Remaining Tenant:

Date:

Tenant Name

Signed by Remaining Tenant:

Date:

Tenant Name

Signed by Remaining Tenant:

Date:

Tenant Name

Signed by Remaining Tenant:

Date:

Tenant Name

Signed by or on behalf of Landlord

Jolyon Oakley

Date: 15/10/2024

☒ Agent as authorised ☐ Landlord**Note:**

1. REISA recommends that you should not sign any contractual document unless you are satisfied you understand its terms.
2. Use of this Agreement by a non-member of REISA constitutes a breach of Copyright.

NOTICE TO TENANT OF LEASE EXTENSION
(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)



To

Tenant 1:	Prashan Mihiranga Hunukumbura	Tenant 2:	Widushi Widanalage
Tenant 3:		Tenant 4:	
Tenant 5:		Tenant 6:	
Tenant 7:		Tenant 8:	

(insert name of tenant(s))

Address of rented premises:

Street 1: Unit 5 365A Marion Road

Street 2:

Suburb: Plympton State: SA Postcode: 5038

I give you notice that your current lease expires on 14 / 07 / 2025
(insert date)

Your current rent is \$ 430.00 per Week
(insert amount) (insert rental period eg fortnight, calendar month)

I wish to offer you an extension of your lease for a further 12 months ~~weeks~~.
(Strike out whichever is not appropriate)

The lease extension will expire on 15 / 07 / 2026 The rent will be increased
(insert date) will be increased /will not be increased /will be decrease

The new rent will be \$ 455.00 per Week with the first payment due on 22 / 07 / 2025
(insert amount) (insert rental period eg fortnight, calendar month) (insert date)

The Terms of your lease are varied as follows and if not varied then remain the same:

☒ N/A ☐ As detailed below ☐ See annexure

Please sign and return this Notice to your Agent by 14 / 05 / 2025 if you wish to accept.
(insert a date that is more than 28 days before the lease ends)

The Tenants expressly consent to the collection and use of the Personal Information and content in accordance with the REISA privacy policy at www.reisa.com.au.

PLEASE NOTE:

- If you wish to vacate at the end of the fixed term you must give your landlord at least 28 days written notice (Form 17) to end the fixed term agreement.

NOTICE TO TENANT OF LEASE EXTENSION
(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)



Signed by Tenant 1
Tenant Name

Signed by: Prashan Mihiranga Hunukumbura Date: 12 May 2025
A4141541107A2490
Prashan Mihiranga Hunukumbura

Signed by Tenant 2
Tenant Name

Signed by: Widushi Widanilage Date: 12 May 2025
9888ABAEF1A94A1...
Widushi widanilage

Signed by Tenant 3
Tenant Name

Date: _____

Signed by Tenant 4
Tenant Name

Date: _____

Signed by Tenant 5
Tenant Name

Date: _____

Signed by Tenant 6
Tenant Name

Date: _____

Signed by Tenant 7
Tenant Name

Date: _____

Signed by Tenant 8
Tenant Name

Date: _____

Signed by or on behalf of the Landlord

☒ Agent as authorised ☐ Landlord

Signed by: Property Management Date: 13 May 2025
FCEAB8A33F8048D...

NOTICE TO TENANT OF RENT INCREASE



To

Tenant 1:	Prashan Mihiranga Hunukumbura	Tenant 2:	Widushi Widanalage
Tenant 3:		Tenant 4:	
Tenant 5:		Tenant 6:	
Tenant 7:		Tenant 8:	

(insert name of tenant(s))

Address of rented premises:

Street 1: Unit 5 365A Marion Road

Street 2:

Suburb: Plympton State: SA Postcode: 5038

I give you notice that the new rent will be increased to \$455.00 per Week
(insert amount) (insert rental period eg fortnight, calendar month)

with the first payment due on 22 / 07 / 2025
(insert date)

Signed by or on behalf of the Landlord

☒ Agent as authorised ☐ Landlord

Kite Property Date: 12/05/2025



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: 2684668

DATE OF ISSUE

25/06/2025

FENTONS FORMS PTY LTD
POST OFFICE BOX 298
CHRISTIES BEACH SA 5165

ENQUIRIES:

Tel: (08) 8226 3750

Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER

15899450

OWNERSHIP NAME

C H & L M LAILEY

PROPERTY DESCRIPTION

U5 365A MARION RD / PLYMPTON SA 5038 / LT 5

ASSESSMENT NUMBER

212879825*

TITLE REF.

(A "+" indicates multiple titles)

CT 6194/101

CAPITAL VALUE

\$435,000.00

AREA / FACTOR

R4
1.000

LAND USE / FACTOR

RE
0.400

LEVY DETAILS:

FINANCIAL YEAR

2024-2025

FIXED CHARGE

+ VARIABLE CHARGE

- REMISSION

- CONCESSION

+ ARREARS / - PAYMENTS

= AMOUNT PAYABLE

\$ 50.00
\$ 163.90
\$ 100.95
\$ 0.00
\$ -112.95
\$ 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

23/09/2025

See overleaf for further information



**Government of
South Australia**

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 OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456285 Ref: 7003237315</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au <small>© Registered to BPAY Pty Ltd ABN 69 079 137 518</small></p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to:</p> <p>Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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OFFICIAL: Sensitive

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Land Tax Act 1936**CERTIFICATE OF LAND TAX PAYABLE**

This form is a statement of land tax payable pursuant to Section 23 of the *Land Tax Act 1936*. The details shown are current as at the date of issue.

PIR Reference No: 2684668

DATE OF ISSUE

25/06/2025

FENTONS FORMS PTY LTD
POST OFFICE BOX 298
CHRISTIES BEACH SA 5165

ENQUIRIES:

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

OWNERSHIP NAME

C H & L M LAILEY

FINANCIAL YEAR

2024-2025

PROPERTY DESCRIPTION

U5 365A MARION RD / PLYMPTON SA 5038 / LT 5

ASSESSMENT NUMBER

212879825*

TITLE REF.

(A "+" indicates multiple titles)

CT 6194/101

TAXABLE SITE VALUE

\$112,000.00

AREA

0.0000 HA

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

CURRENT TAX	\$	0.00	SINGLE HOLDING	\$	0.00
- DEDUCTIONS	\$	0.00			
+ ARREARS	\$	0.00			
- PAYMENTS	\$	0.00			
= <u>AMOUNT PAYABLE</u>	\$	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 23/09/2025

See overleaf for further information

**Government of
South Australia**

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE**PAYMENT REMITTANCE ADVICE****No payment is required on this Certificate**

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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




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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 Billers Code: 456293 Ref: 7003237224 Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au <small>® Registered to BPAY Pty Ltd ABN 69 079 137 518</small>	 To pay via the internet go to: www.revenuesaonline.sa.gov.au	 Send your cheque or money order, made payable to the Commissioner of State Taxation , along with this Payment Remittance Advice to: Revenue SA Locked Bag 555 ADELAIDE SA 5001
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Account Number 212879825*	L.T.O Reference CT6194101	Date of issue 25/6/2025	Agent No. 8278	Receipt No. 2684668
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FENTONS FORMS PTY LTD
PO BOX 298
CHRISTIES BEACH SA 5165
admin@fentonsforms.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: C H & L M LAILEY
Location: U5 365A MARION RD PLYMPTON LT5 C41009
Description: 4H CP Capital Value: \$ 435 000
Rating: Residential

Periodic charges

Raised in current years to 30/6/2025

			\$
	Arrears as at: 30/6/2024	:	0.00
Water main available:	1/7/2018	Water rates	: 314.40
Sewer main available:	1/7/2018	Sewer rates	: 347.80
		Water use	: 0.00
		SA Govt concession	: 0.00
		Recycled Water Use	: 0.00
		Service Rent	: 0.00
		Recycled Service Rent	: 0.00
		Other charges	: 0.00
		Goods and Services Tax	: 0.00
		Amount paid	: 662.20CR
		Balance outstanding	: 0.00

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

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

This account has no meter of its own but is supplied from account no 21 28798 02 2.

The Water Use apportionment option is Nil.

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

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

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

DRAFT

South Australian Water Corporation

Name:
C H & L M LAILEY

Water & Sewer Account
Acct. No.: 212879825*

Amount: _____

Address:
U5 365A MARION RD PLYMPTON LT5
C41009

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	212879825*



Bill code: 8888
Ref: 21287982510

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: 212879825*



**Government of
South Australia**

South Australian Water Corporation
250 Victoria Square/Tarntanyangga
Adelaide SA 5000
GPO Box 1751 Adelaide SA 5001

1300 SA WATER
(1300 729 283)
ABN 69 336 525 019
sawater.com.au