

26/11/24

HOUTERMANS & HORNER  
PO BOX 95  
GREENACRES, SA, 5086

Dear Sir/Madam

**RE:** Community Corporation 40515 Inc.  
411-427 KING WILLIAM STREET, ADELAIDE  
ABN: 41674742688  
Lot: 01304  
OWNER: Mr M B Robey & Ms P K Chapman

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 41 of a total 10000.

**Financial Status of the Lot Owner:**

The contribution payable to the Administration Fund is currently \$857.00 per quarter paid to 14/12/24. GST is included within this contribution.

The contribution payable to the Sinking Fund is currently \$180.00 per quarter paid to 14/12/24. 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 26/11/2024. NEXT CONTRIBUTION IS DUE 15/12/2024.**

*(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](mailto: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 Community Corporation 40515 Inc.  
Common property water consumption paid by Community Corporation 40515 Inc.

Apartment Overheating and Thermal Discomfort investigation (refer minutes)  
Report undertaken by Systems Design Engineering. Available to Owners on request.  
BNL Lawyers acting for the Corporation on Common Property Defects and Class action for Owners.

Level 7 Maintenance Levy for Pool and Balustrade repair Levy will continue quarterly from Dec 2023 to Sept 2026.

Short term Stays of less than 2 Months will not be approved.

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

## **Special Levies**

<b>Account</b>	<b>Amount</b>	<b>Frequency</b>
Special levy - Loan repayment	100.56	Quarterly

## **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	\$15,215.70CR
Sinking Fund	\$95,376.24CR (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

A handwritten signature in dark ink, appearing to read 'Ian Wallis', is written over a faint, light-colored rectangular stamp or watermark.

Ian Wallis  
Corporation Manager  
ian.wallis@whittles.com.au

**WHITTLES MANAGEMENT SERVICES PTY LTD**

On behalf of the Corporation 26/11/2024

**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:**

Houtermans & Horner  
PO BOX 95, GREENACRES

Community Corporation 40515 Inc.  
411-427 KING WILLIAM STREET, ADELAIDE  
Lot: 01304  
OWNER: Mr M B Robey & Ms P K Chapman

Ian Wallis

# TAX INVOICE

26/11/2024

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

Houtermans & Horner  
PO BOX 95  
GREENACRES SA 5086

**DESCRIPTION:** Searching and completing document for provisions of  
Section 139 of the Community Titles Act, 1996, Lot : 01304 at  
411-427 KING WILLIAM STREET, ADELAIDE

Community Corporation 40515 Inc.

<b>FEE:</b>	As prescribed	\$60.00	PAID
	Plus 10% GST	\$6.00	PAID

<b>TOTAL DUE:</b>		\$66.00	PAID
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**OWNER:** Mr M B Robey & Ms P K Chapman

With Compliments

# Admin Fund Statement of Income & Expenditure

COMMUNITY CORP.40515 INC  
411-427 King William Street ADELAIDE SA 5000  
1 June 2023 to 31 May 2024  
Printed 05/07/24 13:05

	YTD Actual	YTD Budget	Variance	Last Year
<b>FUND INCOME</b>				
Contributions	714,512.66	716,000.00	(1,487.34)	681,049.61
Fines/penalties	694.00	0.00	694.00	1,556.00
Interest-Contributions arrears	1,352.05	0.00	1,352.05	1,255.80
Keys & fobs	2,099.99	0.00	2,099.99	3,709.08
Recoverable costs-Airconditioning - Maintenance	5,662.34	5,000.00	662.34	4,944.78
Special levy-Insurance renewal	725.45	0.00	725.45	49,316.63
Special levy-Legal costs	52,719.57	75,000.00	(22,280.43)	1,916.36
Sundry	341.15	0.00	341.15	317.75
<b>TOTAL FUND INCOME</b>	<b>778,107.21</b>	<b>796,000.00</b>	<b>(17,892.79)</b>	<b>744,066.01</b>
<b>FUND EXPENDITURE</b>				
Air conditioning	10,027.50	11,000.00	972.50	11,255.00
Auditor fee	0.00	2,210.00	2,210.00	2,210.00
Caretaking	29,262.28	34,000.00	4,737.72	32,377.96
Carpark	9,128.51	9,250.00	121.49	3,542.85
Cleaning	171,634.16	172,000.00	365.84	171,476.21
Common property	32,006.73	12,000.00	(20,006.73)	20,309.35
Computer	4,840.60	5,800.00	959.40	5,420.83
Debt collection fees	6,282.98	2,000.00	(4,282.98)	5,122.49
Debt collection fees recovery	(6,477.99)	0.00	6,477.99	(4,335.94)
Document fees	545.45	0.00	(545.45)	0.00
Electrical	11,677.59	4,000.00	(7,677.59)	6,312.18
Exclusive use	245.88	0.00	(245.88)	0.00
Fire systems	43,507.99	26,680.00	(16,827.99)	25,481.63
Floor coverings	1,627.27	1,700.00	72.73	1,627.27
Grounds	2,614.35	3,000.00	385.65	2,137.96
Health Club / Gym	806.73	1,000.00	193.27	2,998.43
Indoor plant rental	1,652.49	1,800.00	147.51	1,548.56
Insurance claims	26,299.51	1,000.00	(25,299.51)	16,553.91
Insurance claims recovery	(14,628.16)	0.00	14,628.16	(20,294.53)
Insurance renewals	83,268.81	85,000.00	1,731.19	71,507.94
Keys & Fobs	669.26	0.00	(669.26)	2,052.81
Legal fees	24,985.00	75,000.00	50,015.00	30,618.16
Lift	26,869.02	20,589.00	(6,280.02)	22,649.20
Management - Additional services fee	2,655.00	3,000.00	345.00	2,435.00
Management - Agreed Services	44,000.00	44,000.00	0.00	41,200.00
Management - Asset Maintenance Services	3,469.92	3,470.00	0.08	3,470.04
Management - Disbursement Fees	15,440.60	16,536.00	1,095.40	13,722.00
Meeting fee	0.00	200.00	200.00	410.59
Owner expense	2,106.20	0.00	(2,106.20)	4,030.74
Owner recovery	(1,262.77)	0.00	1,262.77	(3,886.59)
Painting	16,189.00	20,561.00	4,372.00	37,618.00
Pest control	280.00	280.00	0.00	240.00
Plumbing	7,949.46	2,400.00	(5,549.46)	4,951.13
Pool/Spa	19,379.53	20,000.00	620.47	22,826.29
Reports	4,020.00	4,000.00	(20.00)	8,492.50
Roofing	0.00	0.00	0.00	780.00
Rubbish	49,103.37	44,000.00	(5,103.37)	48,368.36
Security	33,365.71	17,800.00	(15,565.71)	22,767.29
Taxation	1,150.00	1,160.00	10.00	1,000.00
Telephone	381.98	400.00	18.02	381.84
Utilities-Electricity	36,568.90	65,250.00	28,681.10	60,274.66
Utilities-Gas	8,146.51	23,000.00	14,853.49	22,358.43
Utilities-Water	31,093.64	45,000.00	13,906.36	43,397.09
Venue hire	0.00	0.00	0.00	200.00
<b>TOTAL FUND EXPENDITURE</b>	<b>740,883.01</b>	<b>779,086.00</b>	<b>38,202.99</b>	<b>745,609.64</b>
<b>FUND SURPLUS (DEFICIT)</b>	<b>37,224.20</b>	<b>16,914.00</b>	<b>20,310.20</b>	<b>(1,543.63)</b>

## Admin Fund Statement of Assets & Liabilities

COMMUNITY CORP.40515 INC

411-427 King William Street ADELAIDE SA 5000

31 May 2024

Printed 05/07/24 13:05

	YTD Actual	Last Year
<b>OWNERS FUNDS</b>		
Balance Brought Forward	93,234.73	94,778.36
Surplus/(Deficit) For Period	37,224.20	(1,543.63)
<b>TOTAL FUNDS</b>	<b>130,458.93</b>	<b>93,234.73</b>
<b>ASSETS</b>		
Cash at Bank (MBL)	139,038.81	93,928.54
Sundry Receivables	700.74	63.76
<b>TOTAL ASSETS</b>	<b>139,739.55</b>	<b>93,992.30</b>
<b>LIABILITIES</b>		
GST control account	4,964.01	157.57
Unallocated Advances	3,716.61	0.00
Unallocated DEFT receipts	600.00	600.00
<b>TOTAL LIABILITIES</b>	<b>9,280.62</b>	<b>757.57</b>
<b>NET ASSETS</b>	<b>130,458.93</b>	<b>93,234.73</b>

## Sinking Fund Statement of Income & Expenditure

COMMUNITY CORP.40515 INC  
411-427 King William Street ADELAIDE SA 5000  
1 June 2023 to 31 May 2024  
Printed 05/07/24 13:05

	YTD Actual	YTD Budget	Variance	Last Year
<b>FUND INCOME</b>				
Contributions	60,056.87	60,000.00	56.87	52,425.34
Special levy-Capital improvements	0.00	0.00	0.00	564.54
Special levy-Security system	496.36	0.00	496.36	29,507.40
<b>TOTAL FUND INCOME</b>	<b>60,553.23</b>	<b>60,000.00</b>	<b>553.23</b>	<b>82,497.28</b>
<b>FUND EXPENDITURE</b>				
Carpark	19,147.36	0.00	(19,147.36)	0.00
Common property	3,605.62	16,000.00	12,394.38	2,380.00
Electrical	0.00	0.00	0.00	23,671.72
Fire systems	7,762.25	8,000.00	237.75	0.00
Honorarium	3,750.00	5,000.00	1,250.00	6,000.00
Interest on loans	187.41	0.00	(187.41)	0.00
Plumbing	11,791.82	0.00	(11,791.82)	3,733.18
Reports	3,565.00	0.00	(3,565.00)	7,880.00
Roofing	0.00	0.00	0.00	12,980.00
Security	0.00	0.00	0.00	26,545.90
<b>TOTAL FUND EXPENDITURE</b>	<b>49,809.46</b>	<b>29,000.00</b>	<b>(20,809.46)</b>	<b>83,190.80</b>
<b>FUND SURPLUS (DEFICIT)</b>	<b>10,743.77</b>	<b>31,000.00</b>	<b>(20,256.23)</b>	<b>(693.52)</b>



## Sinking Fund Statement of Assets & Liabilities

COMMUNITY CORP.40515 INC  
411-427 King William Street ADELAIDE SA 5000  
31 May 2024  
Printed 05/07/24 13:05

	YTD Actual	Last Year
<b>OWNERS FUNDS</b>		
Balance Brought Forward	58,540.07	59,233.59
Surplus/(Deficit) For Period	10,743.77	(693.52)
<b>TOTAL FUNDS</b>	<b>69,283.84</b>	<b>58,540.07</b>
<b>ASSETS</b>		
Cash at Bank (MBL)	69,283.84	40,917.34
<b>TOTAL ASSETS</b>	<b>69,283.84</b>	<b>40,917.34</b>
<b>LIABILITIES</b>		
Loan	0.00	(17,622.73)
<b>TOTAL LIABILITIES</b>	<b>0.00</b>	<b>(17,622.73)</b>
<b>NET ASSETS</b>	<b>69,283.84</b>	<b>58,540.07</b>

## Level 7 Maintenance Fund Statement of Income & Expenditure

COMMUNITY CORP.40515 INC  
411-427 King William Street ADELAIDE SA 5000  
1 June 2023 to 31 May 2024  
Printed 05/07/24 13:05

	YTD Actual	YTD Budget	Variance	Last Year
<b>FUND INCOME</b>				
Contributions	57,767.57	71,864.00	(14,096.43)	0.00
Special levy-Pool surrounds	13,985.24	0.00	13,985.24	94,935.38
<b>TOTAL FUND INCOME</b>	<b>71,752.81</b>	<b>71,864.00</b>	<b>(111.19)</b>	<b>94,935.38</b>
<b>FUND EXPENDITURE</b>				
Common property	87,843.82	55,000.00	(32,843.82)	0.00
Document fees	54.55	0.00	(54.55)	0.00
Interest on loans	18,846.79	11,800.00	(7,046.79)	12,266.60
Local Government charges	0.00	0.00	0.00	(543.79)
Pool/Spa	102,628.18	114,000.00	11,371.82	195,278.50
Reports	1,440.00	0.00	(1,440.00)	2,610.00
<b>TOTAL FUND EXPENDITURE</b>	<b>210,813.34</b>	<b>180,800.00</b>	<b>(30,013.34)</b>	<b>209,611.31</b>
<b>FUND SURPLUS (DEFICIT)</b>	<b>(139,060.53)</b>	<b>(108,936.00)</b>	<b>(30,124.53)</b>	<b>(114,675.93)</b>

## Level 7 Maintenance Fund Statement of Assets & Liabilities

COMMUNITY CORP.40515 INC  
411-427 King William Street ADELAIDE SA 5000  
31 May 2024  
Printed 05/07/24 13:05

	YTD Actual	Last Year
<b>OWNERS FUNDS</b>		
Balance Brought Forward	(24,322.01)	90,353.92
Surplus/(Deficit) For Period	(139,060.53)	(114,675.93)
<b>TOTAL FUNDS</b>	<b>(163,382.54)</b>	<b>(24,322.01)</b>
<b>ASSETS</b>		
Cash at Bank (MBL)	(10,304.19)	85,771.90
<b>TOTAL ASSETS</b>	<b>(10,304.19)</b>	<b>85,771.90</b>
<b>LIABILITIES</b>		
Loan	153,078.35	110,093.91
<b>TOTAL LIABILITIES</b>	<b>153,078.35</b>	<b>110,093.91</b>
<b>NET ASSETS</b>	<b>(163,382.54)</b>	<b>(24,322.01)</b>

## Consolidated Statement of Assets & Liabilities

COMMUNITY CORP.40515 INC  
411-427 King William Street ADELAIDE SA 5000  
31 May 2024  
Printed 05/07/24 13:05

	YTD Actual	Last Year
<b>OWNERS FUNDS</b>		
Balance Brought Forward	127,452.79	244,365.87
Surplus/(Deficit) For Period	(91,092.56)	(116,913.08)
<b>TOTAL FUNDS</b>	<b>36,360.23</b>	<b>127,452.79</b>
<b>ASSETS</b>		
Cash at Bank (MBL)	198,018.46	220,617.78
Sundry Receivables	700.74	63.76
<b>TOTAL ASSETS</b>	<b>198,719.20</b>	<b>220,681.54</b>
<b>LIABILITIES</b>		
GST control account	4,964.01	157.57
Loan	153,078.35	92,471.18
Unallocated Advances	3,716.61	0.00
Unallocated DEFT receipts	600.00	600.00
<b>TOTAL LIABILITIES</b>	<b>162,358.97</b>	<b>93,228.75</b>
<b>NET ASSETS</b>	<b>36,360.23</b>	<b>127,452.79</b>

**Notes to the Financial Statements**  
COMMUNITY CORP.40515 INC  
411-427 King William Street ADELAIDE SA 5000  
31 May 2024  
Printed 05/07/24 13:05

**Investments**

Nil

The following balances relate to amounts received or owing as at 31/05/2024

**Receivables - Owner Arrears**

Unit/Lot Details	Admin				C/Fwd
	Contributions	Fines/penalties	Legal costs	Cleaning	
00001	2,071.00		286.00	220.00	2,577.00
00101	697.00		96.00		793.00
00801					0.00
01302					0.00
01705	816.00		113.00		929.00
01810					0.00
02003					0.00
02109					0.00
02306		1,000.00			1,000.00
02308	1,632.00		226.00		1,858.00
02407	876.00		121.00		997.00
02501					0.00
<b>Totals including GST (if applicable)</b>	<b>6,092.00</b>	<b>1,000.00</b>	<b>842.00</b>	<b>220.00</b>	<b>8,154.00</b>

**Receivables - Owner Arrears (continued)**

Unit/Lot Details	Admin				C/Fwd
	B/Fwd	Debt collection fees recovery	Final notice fee	Owner recovery	
00001	2,577.00	33.00	44.00		2,654.00
00101	793.00		44.00		837.00
00801	0.00			85.00	85.00
01302	0.00				0.00
01705	929.00		44.00		973.00
01810	0.00		44.00		44.00
02003	0.00		44.00		44.00
02109	0.00		44.00		44.00
02306	1,000.00	711.53	88.00		1,799.53
02308	1,858.00		88.00		1,946.00
02407	997.00		44.00		1,041.00
02501	0.00				0.00
<b>Totals including GST (if applicable)</b>	<b>8,154.00</b>	<b>744.53</b>	<b>484.00</b>	<b>85.00</b>	<b>9,467.53</b>

**Receivables - Owner Arrears (continued)**

Unit/Lot Details	L7M		Sinking		Total
	B/Fwd	Contributions	Contributions	Other	
00001	2,654.00		172.00	90.80	2,916.80
00101	837.00	94.00	58.00	23.65	1,012.65

**Notes to the Financial Statements**  
COMMUNITY CORP.40515 INC  
411-427 King William Street ADELAIDE SA 5000  
31 May 2024  
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**Receivables - Owner Arrears (continued)**

Unit/Lot Details	B/Fwd	L7M	Sinking	Other	Total
		Contributions	Contributions		
00801	85.00				85.00
01302	0.00			13.20	13.20
01705	973.00	111.00	68.00	27.75	1,179.75
01810	44.00				44.00
02003	44.00				44.00
02109	44.00				44.00
02306	1,799.53			181.00	1,980.53
02308	1,946.00	222.00	136.00	96.90	2,400.90
02407	1,041.00	119.00	73.00	84.40	1,317.40
02501	0.00	88.00	132.00	9.50	229.50
<b>Totals including GST (if applicable)</b>	<b>9,467.53</b>	<b>634.00</b>	<b>639.00</b>	<b>527.20</b>	<b>11,267.73</b>

**Debtors**

Nil

**Allocated Advance Payments**

Unit/Lot Details	Admin		L7M	Sinking	C/Fwd
	Contributions	Legal costs	Contributions	Contributions	
00102	936.00	42.41	127.00	78.00	1,183.41
00103	936.00	42.41	127.00	78.00	1,183.41
00104	737.00	33.53	100.00	61.00	931.53
00201	697.00	31.56	94.00	58.00	880.56
00202	697.00	31.56	94.00	58.00	880.56
00301	717.00	32.55	97.00	59.00	905.55
00302	697.00	31.56	94.00	58.00	880.56
00303	697.00	31.56	94.00	58.00	880.56
00304	697.00	31.56	94.00	58.00	880.56
00601	737.00	33.53	100.00	61.00	931.53
00602	737.00	33.53	100.00	61.00	931.53
00702	776.00	35.18	105.00	64.00	980.18
00703	776.00	35.18	105.00	64.00	980.18
00706	1,035.00	47.01	140.00	86.00	1,308.01
00707	1,115.00	50.63	151.00	92.00	1,408.63
00802	776.00	35.18	105.00	64.00	980.18
00804	776.00	35.18	105.00	64.00	980.18
00805	776.00	35.18	105.00	64.00	980.18
00808	796.00	36.17	108.00	66.00	1,006.17
00903	717.00	32.55	97.00	59.00	905.55
00904	796.00	36.17	108.00	66.00	1,006.17
00905	548.00				548.00
00907	796.00	36.17	108.00	66.00	1,006.17
00908	796.00	36.17	108.00	66.00	1,006.17
01004	796.00	36.17	108.00	66.00	1,006.17
01005	717.00	32.55	97.00	59.00	905.55

**Notes to the Financial Statements**  
COMMUNITY CORP.40515 INC  
411-427 King William Street ADELAIDE SA 5000  
31 May 2024  
Printed 05/07/24 13:05

**Allocated Advance Payments (continued)**

Unit/Lot Details	Admin		L7M	Sinking	C/Fwd
	Contributions	Legal costs	Contributions	Contributions	
01006	1,035.00	47.01	140.00	86.00	1,308.01
01007	816.00	37.15	111.00	68.00	1,032.15
01008	776.00	35.18	105.00	64.00	980.18
01101	1,015.00	46.03	138.00	84.00	1,283.03
01102	816.00	37.15	111.00	68.00	1,032.15
01107	816.00	37.15	111.00	68.00	1,032.15
01108	776.00	35.18	105.00	64.00	980.18
01109	796.00	36.17	108.00	66.00	1,006.17
01201	1,015.00	46.03	138.00	84.00	1,283.03
01203	796.00	36.17	108.00	66.00	1,006.17
01205	796.00	36.17	108.00	66.00	1,006.17
01206	1,075.00	48.99	146.00	89.00	1,358.99
01207	796.00	36.17	108.00	66.00	1,006.17
01208	776.00	35.18	105.00	64.00	980.18
01209	776.00	35.18	105.00	64.00	980.18
01304	816.00	37.15	111.00	68.00	1,032.15
01308	776.00	35.18	105.00	64.00	980.18
01309	796.00	36.17	108.00	66.00	1,006.17
01310	758.99				758.99
01403	796.00	36.17	108.00	66.00	1,006.17
01404	0.95				0.95
01405	796.00	36.17	108.00	66.00	1,006.17
01407	796.00	36.17	108.00	66.00	1,006.17
01410	1,015.00	46.03	138.00	84.00	1,283.03
01502	816.00	37.15	111.00	68.00	1,032.15
01503	796.00	36.17	108.00	66.00	1,006.17
01505	796.00	36.17	108.00	66.00	1,006.17
01506	1,055.00	48.00	143.00	87.00	1,333.00
01507	816.00	37.15	111.00	68.00	1,032.15
01508	776.00	35.18	105.00	64.00	980.18
01509	776.00	35.18	105.00	64.00	980.18
01510	1,035.00	47.01	140.00	86.00	1,308.01
01601	1,035.00	47.01	140.00	86.00	1,308.01
01602	796.00	36.17	108.00	66.00	1,006.17
01603	796.00	36.17	108.00	66.00	1,006.17
01604	796.00	36.17	108.00	66.00	1,006.17
01606	1,075.00	48.99	146.00	89.00	1,358.99
01608	796.00	36.17	108.00	66.00	1,006.17
01610	1,055.00	48.00	143.00	87.00	1,333.00
01701	1,035.00	47.01	140.00	86.00	1,308.01
01702	816.00	37.15	111.00	68.00	1,032.15
01703	796.00	36.17	108.00	66.00	1,006.17
01706	1,075.00	48.99	146.00	89.00	1,358.99
01707	816.00	37.15	111.00	68.00	1,032.15
01805	816.00	37.15	111.00	68.00	1,032.15
01807	532.00				532.00
01808	552.10				552.10

**Notes to the Financial Statements**  
COMMUNITY CORP.40515 INC  
411-427 King William Street ADELAIDE SA 5000  
31 May 2024  
Printed 05/07/24 13:05

**Allocated Advance Payments (continued)**

Unit/Lot Details	Admin		L7M	Sinking	C/Fwd
	Contributions	Legal costs	Contributions	Contributions	
01809	796.00	36.17	108.00	66.00	1,006.17
01901	1,035.00	47.01	140.00	86.00	1,308.01
01904	796.00	36.17	108.00	66.00	1,006.17
01905	836.00	38.14	113.00	69.00	1,056.14
01906	1,075.00	48.99	146.00	89.00	1,358.99
01908	796.00	36.17	108.00	66.00	1,006.17
01910	1,035.00	47.01	140.00	86.00	1,308.01
02001	1,035.00	47.01	140.00	86.00	1,308.01
02004	1.50				1.50
02007	856.00	38.80	116.00	71.00	1,081.80
02008	836.00	38.14	113.00	69.00	1,056.14
02103	816.00	37.15	111.00	68.00	1,032.15
02104	816.00	37.15	111.00	68.00	1,032.15
02105	816.00	37.15	111.00	68.00	1,032.15
02107	816.00	37.15	111.00	68.00	1,032.15
02202	836.00	38.14	113.00	69.00	1,056.14
02204	816.00	37.15	111.00	68.00	1,032.15
02209	4.50				4.50
02210	1,035.00	47.01	140.00	86.00	1,308.01
02301	1,075.00	48.99	146.00	89.00	1,358.99
02303	836.00	38.14	113.00	69.00	1,056.14
02310					0.00
02402	1,354.00	61.48	184.00	112.00	1,711.48
02405	1,115.00	50.63	151.00	92.00	1,408.63
02406	896.00	40.77	121.00	74.00	1,131.77
02408	1,135.00	51.62	154.00	94.00	1,434.62
02505	1,155.00	52.60	157.00	96.00	1,460.60
02506	856.00	38.80	116.00	71.00	1,081.80
02602	66.00				66.00
02603	3,365.00	152.88	456.00	279.00	4,252.88
<b>Totals</b>	<b>86,263.04</b>	<b>3,807.93</b>	<b>11,361.00</b>	<b>6,946.00</b>	<b>108,377.97</b>

**Allocated Advance Payments (continued)**

Unit/Lot Details	Admin		Other	Total
	B/Fwd	Owner recovery Fines/penalties		
00102	1,183.41			1,183.41
00103	1,183.41			1,183.41
00104	931.53			931.53
00201	880.56			880.56
00202	880.56			880.56
00301	905.55			905.55
00302	880.56			880.56
00303	880.56			880.56
00304	880.56			880.56
00601	931.53			931.53



**Notes to the Financial Statements**  
COMMUNITY CORP.40515 INC  
411-427 King William Street ADELAIDE SA 5000  
31 May 2024  
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**Allocated Advance Payments (continued)**

Unit/Lot Details	Admin			Other	Total
	B/Fwd	Owner recovery	Fines/penalties		
00602	931.53				931.53
00702	980.18				980.18
00703	980.18				980.18
00706	1,308.01				1,308.01
00707	1,408.63				1,408.63
00802	980.18				980.18
00804	980.18				980.18
00805	980.18				980.18
00808	1,006.17				1,006.17
00903	905.55				905.55
00904	1,006.17				1,006.17
00905	548.00				548.00
00907	1,006.17				1,006.17
00908	1,006.17				1,006.17
01004	1,006.17				1,006.17
01005	905.55				905.55
01006	1,308.01	201.97			1,509.98
01007	1,032.15				1,032.15
01008	980.18				980.18
01101	1,283.03				1,283.03
01102	1,032.15				1,032.15
01107	1,032.15				1,032.15
01108	980.18				980.18
01109	1,006.17				1,006.17
01201	1,283.03				1,283.03
01203	1,006.17				1,006.17
01205	1,006.17				1,006.17
01206	1,358.99				1,358.99
01207	1,006.17				1,006.17
01208	980.18				980.18
01209	980.18				980.18
01304	1,032.15				1,032.15
01308	980.18				980.18
01309	1,006.17				1,006.17
01310	758.99				758.99
01403	1,006.17				1,006.17
01404	0.95				0.95
01405	1,006.17				1,006.17
01407	1,006.17				1,006.17
01410	1,283.03				1,283.03
01502	1,032.15				1,032.15
01503	1,006.17				1,006.17
01505	1,006.17				1,006.17
01506	1,333.00				1,333.00
01507	1,032.15				1,032.15
01508	980.18				980.18

**Notes to the Financial Statements**  
COMMUNITY CORP.40515 INC  
411-427 King William Street ADELAIDE SA 5000  
31 May 2024  
Printed 05/07/24 13:05

**Allocated Advance Payments (continued)**

Unit/Lot Details	Admin			Other	Total
	B/Fwd	Owner recovery	Fines/penalties		
01509	980.18				980.18
01510	1,308.01				1,308.01
01601	1,308.01				1,308.01
01602	1,006.17				1,006.17
01603	1,006.17				1,006.17
01604	1,006.17				1,006.17
01606	1,358.99				1,358.99
01608	1,006.17				1,006.17
01610	1,333.00				1,333.00
01701	1,308.01				1,308.01
01702	1,032.15				1,032.15
01703	1,006.17				1,006.17
01706	1,358.99				1,358.99
01707	1,032.15				1,032.15
01805	1,032.15				1,032.15
01807	532.00				532.00
01808	552.10				552.10
01809	1,006.17				1,006.17
01901	1,308.01				1,308.01
01904	1,006.17				1,006.17
01905	1,056.14				1,056.14
01906	1,358.99				1,358.99
01908	1,006.17				1,006.17
01910	1,308.01		500.00	88.00	1,896.01
02001	1,308.01				1,308.01
02004	1.50				1.50
02007	1,081.80				1,081.80
02008	1,056.14				1,056.14
02103	1,032.15				1,032.15
02104	1,032.15				1,032.15
02105	1,032.15				1,032.15
02107	1,032.15				1,032.15
02202	1,056.14				1,056.14
02204	1,032.15				1,032.15
02209	4.50				4.50
02210	1,308.01				1,308.01
02301	1,358.99				1,358.99
02303	1,056.14				1,056.14
02310	0.00	762.08			762.08
02402	1,711.48				1,711.48
02405	1,408.63				1,408.63
02406	1,131.77				1,131.77
02408	1,434.62				1,434.62
02505	1,460.60				1,460.60
02506	1,081.80				1,081.80
02602	66.00				66.00

**Notes to the Financial Statements**  
COMMUNITY CORP.40515 INC  
411-427 King William Street ADELAIDE SA 5000  
31 May 2024  
Printed 05/07/24 13:05

**Allocated Advance Payments (continued)**

Unit/Lot Details	Admin				Total
	B/Fwd Owner recovery	Fines/penalties	Other		
02603	4,252.88				4,252.88
<b>Totals</b>	<b>108,377.97</b>	<b>964.05</b>	<b>500.00</b>	<b>88.00</b>	<b>109,930.02</b>

**Outstanding Creditors** Nil

**Unallocated Advance Payments**

Unit/Lot Details	Admin
01309	73.83-
01502	1,449.10-
01507	2,069.85-
01603	123.83-
<b>Totals</b>	<b>3,716.61-</b>

**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: \$9,289.76

## Summary of Significant Accounting Policies

COMMUNITY CORP.40515 INC  
411-427 King William Street ADELAIDE SA 5000  
1 June 2023 to 31 May 2024  
Printed 05/07/24 13:05

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### Basis of Preparation

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

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

### Basis of Accounting

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

### Cash and cash equivalents

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

### Goods and Services Tax

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

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

### Income Tax

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

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

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



MGI Assurance (SA) Pty Ltd  
ABN 31 118 195 547  
212 Greenhill Road, Eastwood 5063  
PO Box 96, Fullarton SA 5063  
Tel: 08 8299 8888  
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Website: [www.mgiadelaide.com.au](http://www.mgiadelaide.com.au)

## **INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF COMMUNITY CORPORATION 40515 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 40515 INC, which comprises the Statements of Assets and Liabilities as at 31 May 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 40515 INC as at 31 May 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 40515 INC and, as a result, the financial report may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

#### ***Responsibility of Management for the Financial Report***

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



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Website: [www.mgiadelaide.com.au](http://www.mgiadelaide.com.au)

**INDEPENDENT AUDITOR'S REPORT  
TO THE MEMBERS OF COMMUNITY CORPORATION 40515 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](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

A handwritten signature in black ink, appearing to read 'Clayton Lawrence', enclosed within a circular stamp or seal.

**Clayton Lawrence**  
Director

Eastwood, South Australia  
12 July 2024



*Strata and Community Title Services*

12 August 2024

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Reconvened Annual General Meeting for COMMUNITY CORP.40515 INC 411-427 King William Street, ADELAIDE, SA, 5000.

Management and staff appreciate your confidence in appointing Whittles as your Body Corporate Managers for the coming year, and assure you of our diligent and professional attention to the Corporation's affairs.

For your information, we have forwarded to your Presiding Officer our standard form of contract for execution on the Corporation's behalf which is to be returned to this office for keeping with the Corporation's files.

Should you have any queries or require attention, please do not hesitate to contact the undersigned.

Yours faithfully

Ian Wallis  
Body Corporate Manager

## Minutes of the Reconvened Annual General Meeting COMMUNITY CORP.40515 INC

Meeting Date	12 August 2024		
Meeting Location	Whittles Management Services, Enterprise Boardroom, 176 Fullarton Road, Dulwich, SA, 5065 <b>To join via video:</b> Meeting ID: 423 351 192 939 Passcode: AMq5K4 <b>To join via phone:</b> Dial: 08 8249 7882 Conference ID: 249 484 329#		
Time	06:00 PM		Closed: 07:12 PM
Lots Represented	2	Periscope Property Investments Pty Ltd ACN 654 793 307	Proxy Name: Whittles - Ian Wallis
	202	Mr A R & Mrs J A Williams	Proxy Name: Whittles - Ian Wallis
	204	Ms A L Harrison	Electronic vote
	205	Robinson Property Nominees Pty Ltd	Proxy Name: Whittles - Ian Wallis
	301	Mr C Forgie	Electronic vote
	302	S S Harvey	Proxy Name: Whittles - Ian Wallis
	303	Pysing Baverstock Pty Ltd	Proxy Name: Whittles - Ian Wallis
	304	Pysing Baverstock Pty Ltd	Proxy Name: Whittles - Ian Wallis
	305	G W G Leane	Proxy Name: Whittles - Ian Wallis
	401	K Abdelmajeed	Owner present
	403	Ms R K Hughes	Electronic vote
	404	5000KWS Pty Ltd ACN 676 171 476	Owner present
	405	Z Chen	Proxy Name: Whittles - Ian Wallis
	602	Mr J Patiniotis	Proxy Name: Whittles - Ian Wallis
	603	M Guarna & T P Harker	Proxy Name: Whittles - Ian Wallis
	701	Ms J T Morrison	Owner present
	702	Y D Chan	Electronic vote
	704	MSVL Security Trust (David Johnston)	Proxy Name: Whittles - Ian Wallis
	706	B G & K J Pursche	Owner present
	801	Ms I Lyudviga	Owner present
	809	F Reinboth	Owner present
	810	F & M R Bolado	Electronic vote
	902	Ms D C K Marchal	Electronic vote
	904	L Velenich	Electronic vote
	906	BCLF Pty Ltd ACN 651 331 369	Proxy Name: Whittles - Ian Wallis
	907	Ms K A Forster	Proxy Name: Whittles - Ian Wallis
908	Mr S A Varnas	Owner present (pre-voted)	



1002	T W & C L Cox	Owner present (pre-voted)
1004	Y Xu	Proxy Name: Whittles - Ian Wallis
1106	J M Anderson	Owner present
1007	Trist Perry Pty Ltd	Proxy Name: Whittles - Ian Wallis
1008	M Cardone	Proxy Name: Whittles – Ian Wallis
1110	Mr K R Morris & Ms S J Franklin	Owner present (pre-voted)
1103	Ms B Xu	Proxy Name: Whittles - Ian Wallis
1106	M J McCormack	Owner present
1109	Mr D & Mrs J Powell	Proxy Name: Whittles - Ian Wallis
1110	Mr K R Morris & Ms S J Franklin	Owner present (pre-voted)
1204	Mr R T Muldoon	Electronic vote
1208	M Travis	Owner present
1210	Mrs I Lyudviga	Owner present
1307	Mr P J & Mrs C J Reynolds	Proxy Name: Whittles - Ian Wallis
1310	Mr J A & Mrs H M Fitzgerald	Proxy Name: Whittles - Ian Wallis
1406	B A K Savva	Proxy Name: Whittles - Ian Wallis
1408	Ms K Boag	Proxy Name: Whittles - Ian Wallis
1501	Mr A Kebbell	Electronic vote
1504	A M Pinnington	Electronic vote
1508	Mr N W & Mrs P D Markham	Proxy Name: Whittles - Ian Wallis
1509	Mr D G & Mrs D Spacie	Proxy Name: Whittles - Ian Wallis
1510	Mr B P Lynch	Electronic vote
1604	Y Li	Electronic vote
1605	Ms H E Rohrlach	Electronic vote
1607	Mr A G Mazzachi	Electronic vote
1701	Mr P Pavan	Paper vote
1704	Ms J Wu	Owner present
1709	J Patterson	Electronic vote
1710	E C Stansborough	Electronic vote
1805	Dr S M A Reed	Electronic vote
1806	G P Thomas	Electronic vote
1807	Ms H L Rohriach	Owner present
1810	Kallos Super Nominees Pty Ltd	Electronic vote
1902	D A Doolan & F L Doolan	Owner present
1905	Mr A C Robinson	Owner present (pre-voted)
2002	Bamasa Australia Pty Ltd (ACN 632 119 325)	Proxy Name: Whittles - Ian Wallis
2006	Mr G O'Connell & Ms T A Nguyen	Owner present (pre-voted)
2008	Mr M S Gillespie	Owner present
2105	A Kiskin	Owner present

	2107	D K & B J Ahrns	Proxy Name: Whittles - Ian Wallis
	2205	M Guarna & T P Harker	Proxy Name: Whittles - Ian Wallis
	2206	Mr D & Mrs P Gurry	Electronic vote
	2207	M L Diamond & N L Walker	Owner present
	2208	Mr A Jovanovic	Owner present
	2210	Mr C I Mackinnon	Electronic vote
	2301	Dr J C K Yee	Electronic vote
	2302	P D Jaunay	Proxy Name: Whittles - Ian Wallis
	2303	Lawton Property Nominees Pty Ltd	Proxy Name: Whittles - Ian Wallis
	2304	Mr A Di Troia	Proxy Name: Whittles - Ian Wallis
	2305	R & E Dodd	Electronic vote
	2307	Mr C C & Mrs M A Thomas	Proxy Name: Whittles - Ian Wallis
	2401	Dr M B & Dr C J Ludlow	Owner present
	2402	Y Li	Electronic vote
	2405	Mr J Gu & Mrs G Ding	Electronic vote
	2408	C H Mafra & D Nervis	Electronic vote
	2501	Mr A Kebbell	Electronic vote
	2503	Beverley Jane Ahrns	Paper Vote
	2504	D K & B J Ahrns	Proxy Name: Whittles – Ian Wallis
	2505	Mr A D & Mrs J A John	Electronic vote
	2508	J C Dixon	Proxy Name: Whittles - Ian Wallis
	2602	D & S Klenk	Owner present
	2603	Mr G & Mrs A Hodge	Owner present
<b>Quorum</b>	Quorum was achieved.		

## 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 *Community Titles Act 1996*, the minutes of the Annual General Meeting held on 21 AUG 2023 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.

### Motion CARRIED.

### Votes

Yes: 52

No: 0

Abs: 3

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 MAY 2024, which have been circulated to all members, is accepted.				
Motion CARRIED.				
Votes	Yes: 48	No: 1	Abs: 6	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 JUN 2024 to 31 MAY 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 <a href="http://whittles.com.au">whittles.com.au</a> through your owner portal.				
Motion CARRIED.				
Votes	Yes: 53	No: 0	Abs: 2	Inv: 0

**Election of Office Bearers and Committee**

THAT in accordance with s76(1) & 90(1) of the *Community Titles Act* 1996, the meeting appointed Office Bearers and Committee Members.

Previous Resolution 2019 AGM.

The Corporation resolved that the Management Committee of the Community Corporation as constituted

or elected from time to time comprise a maximum of five (5) 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 1110 - Mr K Morris has been elected unopposed as Presiding Officer.

**Election of Secretary**

Lot 2603 - Mr G Hodge has been elected unopposed as Secretary.

**Election of Treasurer**

Lot 401 - Mr K Abdelmajeed has been elected unopposed as Treasurer.

**Election of Ordinary Member/s**

Lot 2 - Mr C Farley, Lot 1106 - Ms M McCormack have been elected to the committee.

## Item 6

### Accredited Contractors (Advice)

To ensure compliance with work health and safety requirements to protect both contractors and Body 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 attached to the meeting notice and is also available for viewing at [whittles.com.au](http://whittles.com.au) through your owner portal.

## Item 9

### Insurance Valuation (Advice)

A comprehensive professional valuation for insurance purposes was performed in February 2022 and recommended insurance cover of \$110,500,000.

The Insurance Valuation is available for viewing at [whittles.com.au](http://whittles.com.au) through your owner portal.

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 \$110,500,000 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><b><u>Contents Insurance</u></b></p> <p>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: 54	No: 0	Abs: 1	Inv: 0

Item 11		
General Business		
<b><u>Box Gutter Cleaning, Stormwater Clearance and Roof Maintenance Review</u></b> To be carried out yearly by Bevan Plumbers.		
<b><u>Grounds Maintenance</u></b> To be arranged by the Committee - level 7 and Front Entrance		
<b><u>UPS Back-up Power for Emergency generators to maintain Critical Infrastructure</u></b> Further review with Origin Energy and possible engineering report for feasibility. Manager to work with Committee.		
<b><u>EV Charging</u></b> To be reviewed with Origin and 3 <sup>rd</sup> party contractors for solutions. Current infrastructure does not support.		
<b><u>Lithium-Ion Battery Charging</u></b> A reminder that Scooters and Wheelchairs should not be left on charge, for more information follow link on Whittles portal.		

## Item 12

### Court Action (Legal Update) – action with respect to alleged defects in the Vue Apartments

- As you would be aware from previous meetings, proceedings have been issued in the District Court of South Australia by the Community Corporation seeking compensation for alleged defects in the Vue Apartments, predominantly being with respect to the external fins of the building, leaking of the pool and an overheating issue with respect to the apartments;
- A class action has been issued in the same proceedings on behalf of individual apartment owners relating to the overheating issue in the apartments. The class action has been issued because it is not yet certain what is the cause of the overheating issue in the apartments, and it may be that at least part of the cause of the overheating relates to inadequate ventilation, air-conditioning, inoperable windows which may be an issue for individual apartment owners, not the Community Corporation;
- With respect to the action generally we have obtained expert evidence with respect to the cause of the pool leaking, the vertical fins issue and the overheating issue to the apartments;
- Further expert evidence may be required from Ms Anderson to finalise the position as to the cause of the overheating issue in the apartments and, importantly, the necessary rectification works to solve the problem. It may also be necessary to get a quantity surveyors opinion on the costing of that solution;
- With respect to the class action the Court ordered what is called an opt-in process, namely to be part of the class action apartment owners needed to opt-in to the class action. That process has been completed and the members of the class action are now known save four apartment owners who lodged the opt-in notice late and we will ask the Court to allow them to be part of the class action;
- The Court has not yet but is likely at the next directions hearing order disclosure of all relevant documents and for each party to complete their expert evidence;
- We have also just engaged Senior Counsel, Michael Roder, to provide a general overview of the progress of the claim and, in particular, strategic advice as to the best way forward and the matters that need to be attended to progress the matter to mediation;
- No orders have been made for mediation of the claim. We consider it likely once the expert evidence is completed the Court will either order mediation or the parties will agree to a mediation of the claim to see if a solution is possible prior to a trial of the action.

#### Andrew Hilditch

Principal

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Kaurna Country

Level 3 19 Gouger St Adelaide SA 5000

GPO Box 2636 Adelaide 5001

Motion 13				
Retrospective Approval to erect Over-Bonnet Storage boxes in car park spaces		Special Resolution		
<p>It was resolved that the Body Corporate authorises All Owners to erect over-bonnet storage boxes their car park spaces.</p> <p>The installation is to be carried out by a qualified tradesman in a proper and workmanlike manner at the Owners cost;</p> <p>The Owners will be responsible for repairing any damage to the common property as a consequence of the installation;</p> <p>The Owner must obtain the consent of the Local Authority or any other Authority having jurisdiction in respect of the matter, if required;</p> <p>The Owner must maintain the improvement made under this authority in good condition;</p> <p>All costs associated with the installation/removal and maintenance of the over-bonnet storage box will be borne by the Owner of that Lot and/or their successors.</p>				
Motion CARRIED.				
Votes	Yes: 37	No: 12	Abs: 6	Inv: 0

Motion 14				
L7 - Tile Replacement Recreation Deck	Ordinary Resolution			
It was resolved that the Body Corporate agree to re-tile the Level 7 - Recreation Deck (approximate cost \$250,000).				
If approved, owners in attendance at the meeting may determine a preferred funding arrangement, which may include a Special Levy raised to all owners by unit entitlement value or obtain a loan.				
Motion CARRIED.				
Votes	Yes: 22	No: 21	Abs: 12	Inv: 0
Notes				
Further quotes are to be obtained, and Committee will review and call an EGM once received and will include funding options.				
The finish to the shade structures footings cannot be finalized until the tiling completed.				

Motion 15				
Honorarium		Ordinary Resolution		
That the Corporation approve to pay Committee Member Karl Morris, owner of Unit 1110, an Honorarium of \$5,000 this financial year, in recognition of his continued hard work and responsibility undertaken in his role.				
Motion CARRIED.				
Votes	Yes: 43	No: 6	Abs: 6	Inv: 0



Motion 16				
Administrative Fund Budget		Ordinary Resolution		
<p>It was resolved that in accordance with s81(5)(d) (iii) of the <i>Community Titles Act 1996</i>, the attached Administrative Fund budget be approved and adopted.</p> <p>Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of \$190,000.00 for the financial year ending 31 MAY 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 at the Annual General Meeting.</p> <p>Contributions will be raised in accordance with Lot Entitlement Values.</p>				
Motion CARRIED.				
Votes	Yes: 45	No: 5	Abs: 5	Inv: 0

Motion 17				
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 \$40,000.00 for the financial year ending 31 MAY 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 at the Annual General Meeting.</p> <p>Contributions will be raised in accordance with Lot Entitlement Values.</p>				
Motion CARRIED.				
Votes	Yes: 42	No: 6	Abs: 7	Inv: 0

Motion 18				
Levy 7 Sinking Fund	Ordinary Resolution			
This budget is the same as the previous budget with total contributions of \$24,000 for the financial year ending May 2024.				
Contributions will be raised in accordance with Lot Entitlement Values.				
Motion CARRIED.				
Votes	Yes: 43	No: 6	Abs: 6	Inv: 0

Motion 19				
Legal Costs Administration Fund Levy	Ordinary Resolution			
As previously agreed at the Annual General Meeting of 2020, 2021, 2022 and 2023 the Corporation will raise a Special Levy of \$25,000 quarterly as required (\$100,000 total) in accordance with Lot Entitlement Values for the purpose of Legal Costs and Reports already expended.				
Motion CARRIED.				
Votes	Yes: 40	No: 8	Abs: 7	Inv: 0

Motion 20				
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 \$100,000.00.</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: 47	No: 4	Abs: 4	Inv: 0

Motion 21				
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 is obligated 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 \$2,210.00.				
Motion CARRIED.				
Votes	Yes: 52	No: 0	Abs: 3	Inv: 0

Motion 22				
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: 49	No: 3	Abs: 3	Inv: 0

Motion 23				
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.40515 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"><li>1. Owners are issued their contribution notice approximately 3 weeks before the due date.</li><li>2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date.</li><li>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.</li><li>4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued.</li><li>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.</li></ol>				
Motion CARRIED.				
Votes	Yes: 52	No: 0	Abs: 3	Inv: 0

Item 24		
Next Meeting & Closure		
Next meeting date to be advised.		

**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](http://www.whittles.com.au) and login using either your registered mobile number or email address.

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

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

# BUDGET

COMMUNITY CORP.40515 INC  
411-427 KING WILLIAM STREET, ADELAIDE

Year ending May 2025

## ADMINISTRATION FUND

	Jun-Aug 24	Sept-Nov 24	Dec-Feb 25	Mar-May 25	Annual Total
<b>INCOME</b>					
Contributions	181,000.00	190,000.00	190,000.00	190,000.00	\$751,000.00
Arrears	9,086.11	0.00	0.00	0.00	\$9,086.11
Advances	-83,293.65	-0.00	-0.00	-0.00	-\$83,293.65
Recoverable costs - Airconditioning - Maintenance	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Special levy - Legal costs	25,000.00	25,000.00	25,000.00	25,000.00	\$100,000.00
<b>Total</b>	<b>133,042.46</b>	<b>216,250.00</b>	<b>216,250.00</b>	<b>216,250.00</b>	<b>\$781,792.46</b>
<b>EXPENDITURE</b>					
Air conditioning - Service	2,500.00	2,500.00	2,500.00	2,500.00	\$10,000.00
Auditor fee	0.00	2,210.00	0.00	0.00	\$2,210.00
Caretaking	8,500.00	8,500.00	8,500.00	8,500.00	\$34,000.00
Carpark - Cleaning	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Carpark - Security gate/roller door	400.00	400.00	400.00	400.00	\$1,600.00
Cleaning	31,250.00	31,250.00	31,250.00	31,250.00	\$125,000.00
Cleaning - Supplies	1,750.00	1,750.00	1,750.00	1,750.00	\$7,000.00
Cleaning - Windows	1,000.00	22,000.00	1,000.00	22,000.00	\$46,000.00
Common property	3,750.00	3,750.00	3,750.00	3,750.00	\$15,000.00
Computer - Communiti Link	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Electrical	1,000.00	1,000.00	1,000.00	1,000.00	\$4,000.00
Fire systems - Alarm response	1,000.00	1,000.00	1,000.00	1,000.00	\$4,000.00
Fire systems - Monitoring	320.00	320.00	320.00	320.00	\$1,280.00
Fire systems - Repairs	1,000.00	1,000.00	1,000.00	1,000.00	\$4,000.00
Fire systems - Services	5,000.00	5,000.00	5,000.00	5,000.00	\$20,000.00
Fire systems - Telephone	355.00	355.00	355.00	355.00	\$1,420.00
Floor coverings - Carpet cleaning	0.00	1,700.00	0.00	0.00	\$1,700.00
Grounds	750.00	750.00	750.00	750.00	\$3,000.00
Health Club / Gym - Maintenance	250.00	250.00	250.00	250.00	\$1,000.00
Indoor plant rental	450.00	450.00	450.00	450.00	\$1,800.00
Insurance - Renewal	100,890.00	0.00	0.00	0.00	\$100,890.00
Insurance claims - Excess	1,500.00	1,500.00	1,500.00	1,500.00	\$6,000.00
Legal fees	25,000.00	25,000.00	25,000.00	25,000.00	\$100,000.00
Lift - Maintenance	500.00	500.00	500.00	500.00	\$2,000.00
Lift - Registration	1,149.00	0.00	0.00	0.00	\$1,149.00
Lift - Service contract	6,000.00	6,000.00	6,000.00	6,000.00	\$24,000.00
Lift - Telephone	110.00	110.00	110.00	110.00	\$440.00
Management - Additional services fee	750.00	750.00	750.00	750.00	\$3,000.00
Management - Agreed Services	11,300.00	11,300.00	11,300.00	11,300.00	\$45,200.00
Management - Asset Maintenance Services	867.50	867.50	867.50	867.50	\$3,470.00
Management - Disbursement Fees	3,286.00	3,286.00	3,286.00	3,286.00	\$13,144.00
Painting	20,561.00	0.00	0.00	0.00	\$20,561.00
Pest control	0.00	140.00	0.00	140.00	\$280.00
Plumbing	1,000.00	1,000.00	1,000.00	1,000.00	\$4,000.00
Pool/Spa - Cleaning	5,000.00	5,000.00	5,000.00	5,000.00	\$20,000.00
Public Officer Fee	150.00	0.00	0.00	0.00	\$150.00
Reports	1,000.00	1,000.00	1,000.00	1,000.00	\$4,000.00
Rubbish - Bin Sanitising	1,000.00	1,000.00	1,000.00	1,000.00	\$4,000.00
Rubbish - Removal	10,500.00	10,500.00	10,500.00	10,500.00	\$42,000.00
Security	2,500.00	2,500.00	2,500.00	2,500.00	\$10,000.00
Security - Monitoring	362.50	362.50	362.50	362.50	\$1,450.00

Security - Patrols	3,500.00	3,500.00	3,500.00	3,500.00	<b>\$14,000.00</b>
Taxation - BAS Return	250.00	250.00	250.00	250.00	<b>\$1,000.00</b>
Taxation - Payment	160.00	0.00	0.00	0.00	<b>\$160.00</b>
Technology and System Fees	848.00	848.00	848.00	848.00	<b>\$3,392.00</b>
Telephone	100.00	100.00	100.00	100.00	<b>\$400.00</b>
Utilities - Electricity	13,500.00	13,500.00	13,500.00	13,500.00	<b>\$54,000.00</b>
Utilities - Gas	5,750.00	5,750.00	5,750.00	5,750.00	<b>\$23,000.00</b>
Utilities - Water	9,000.00	9,000.00	9,000.00	9,000.00	<b>\$36,000.00</b>
Venue hire	0.00	300.00	0.00	0.00	<b>\$300.00</b>
<b>Total</b>	<b>288,309.00</b>	<b>190,749.00</b>	<b>165,399.00</b>	<b>186,539.00</b>	<b>\$830,996.00</b>

## LEVEL 7 MAINTENANCE FUND

	<b>Jun-Aug 24</b>	<b>Sept-Nov 24</b>	<b>Dec-Feb 25</b>	<b>Mar-May 25</b>	<b>Annual Total</b>
<b>INCOME</b>					
Contributions	24,000.00	24,000.00	24,000.00	24,000.00	<b>\$96,000.00</b>
Arrears	576.36	0.00	0.00	0.00	<b>\$576.36</b>
Advances	-10,328.18	-0.00	-0.00	-0.00	<b>-\$10,328.18</b>
<b>Total</b>	<b>14,248.18</b>	<b>24,000.00</b>	<b>24,000.00</b>	<b>24,000.00</b>	<b>\$86,248.18</b>
<b>EXPENDITURE</b>					
Common property	2,500.00	2,500.00	2,500.00	2,500.00	<b>\$10,000.00</b>
Document fees	600.00	0.00	0.00	0.00	<b>\$600.00</b>
Interest on loans	4,750.00	4,750.00	4,750.00	4,750.00	<b>\$19,000.00</b>
<b>Total</b>	<b>7,850.00</b>	<b>7,250.00</b>	<b>7,250.00</b>	<b>7,250.00</b>	<b>\$29,600.00</b>

## SINKING FUND

	Jun-Aug 24	Sept-Nov 24	Dec-Feb 25	Mar-May 25	Annual Total
<b>INCOME</b>					
Contributions	15,000.00	40,000.00	40,000.00	40,000.00	\$135,000.00
Arrears	580.90	0.00	0.00	0.00	\$580.90
Advances	-6,314.54	-0.00	-0.00	-0.00	-\$6,314.54
<b>Total</b>	<b>9,266.36</b>	<b>40,000.00</b>	<b>40,000.00</b>	<b>40,000.00</b>	<b>\$129,266.36</b>
<b>EXPENDITURE</b>					
Common property	2,000.00	10,000.00	2,000.00	2,000.00	\$16,000.00
Electrical	0.00	0.00	0.00	0.00	\$0.00
Fire systems - Repairs	2,000.00	2,000.00	2,000.00	2,000.00	\$8,000.00
Honorarium	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
<b>Total</b>	<b>5,250.00</b>	<b>13,250.00</b>	<b>5,250.00</b>	<b>5,250.00</b>	<b>\$29,000.00</b>

## CASH FLOW SUMMARY

	Jun-Aug 24	Sept-Nov 24	Dec-Feb 25	Mar-May 25	Annual Total
<b><u>ADMINISTRATION FUND</u></b>					
Opening Balance	130,458.93	-24,807.61	693.39	51,544.39	\$130,458.93
Add: Contributions	181,000.00	190,000.00	190,000.00	190,000.00	\$751,000.00
Add: Recoverable costs - Airconditioning - Maintenance	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Add: Special levy - Legal costs	25,000.00	25,000.00	25,000.00	25,000.00	\$100,000.00
Add: Arrears	9,086.11	0.00	0.00	0.00	\$9,086.11
Minus: Advances	83,293.65	0.00	0.00	0.00	\$83,293.65
Minus: Expenditures	288,309.00	190,749.00	165,399.00	186,539.00	\$830,996.00
CLOSING BALANCE	-24,807.61	693.39	51,544.39	81,255.39	\$81,255.39
<b><u>LEVEL 7 MAINTENANCE FUND</u></b>					
Opening Balance	-163,382.54	-156,984.36	-140,234.36	-123,484.36	-\$163,382.54
Add: Contributions	24,000.00	24,000.00	24,000.00	24,000.00	\$96,000.00
Add: Arrears	576.36	0.00	0.00	0.00	\$576.36
Minus: Advances	10,328.18	0.00	0.00	0.00	\$10,328.18
Minus: Expenditures	7,850.00	7,250.00	7,250.00	7,250.00	\$29,600.00
CLOSING BALANCE	-156,984.36	-140,234.36	-123,484.36	-106,734.36	-\$106,734.36
<b><u>SINKING FUND</u></b>					
Opening Balance	69,283.84	73,300.20	100,050.20	134,800.20	\$69,283.84
Add: Contributions	15,000.00	40,000.00	40,000.00	40,000.00	\$135,000.00
Add: Arrears	580.90	0.00	0.00	0.00	\$580.90
Minus: Advances	6,314.54	0.00	0.00	0.00	\$6,314.54
Minus: Expenditures	5,250.00	13,250.00	5,250.00	5,250.00	\$29,000.00
CLOSING BALANCE	73,300.20	100,050.20	134,800.20	169,550.20	\$169,550.20

## CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000  
Number of Lots 212

Lot Number	— Effective from 15/09/24 —			— Effective from 15/12/24 —			— Effective from 15/09/24 —		
	LEV	ADMIN Fund	ADMIN Fund (incl. GST)	LEV	L7MAINT Fund	L7MAINT Fund (incl. GST)	LEV	SINKING Fund	SINKING Fund (incl. GST)
101, 201, 202, 203, 204, 205, 302, 303, 304	35	665.00	<b>\$732</b>	35	85.84	<b>\$94</b>	35	140.00	<b>\$154</b>
301, 305, 401, 402, 403, 404, 903, 1005	36	684.00	<b>\$752</b>	36	88.29	<b>\$97</b>	36	144.00	<b>\$158</b>
104, 405, 601, 602	37	703.00	<b>\$773</b>	37	90.75	<b>\$100</b>	37	148.00	<b>\$163</b>
702, 703, 802, 803, 804, 805, 909, 1008, 1009, 1105, 1108, 1208, 1209, 1308, 1408, 1409, 1508, 1509	39	741.00	<b>\$815</b>	39	95.65	<b>\$105</b>	39	156.00	<b>\$172</b>
705, 807, 808, 809, 902, 904, 905, 907, 908, 1003, 1004, 1103, 1104, 1109, 1202, 1203, 1204, 1205, 1207, 1303, 1309, 1402, 1403, 1404, 1405, 1407, 1503, 1504, 1505, 1602, 1603, 1604, 1605, 1607, 1608, 1609, 1703, 1708, 1709, 1804, 1808, 1809, 1903, 1904, 1908, 1909	40	760.00	<b>\$836</b>	40	98.10	<b>\$108</b>	40	160.00	<b>\$176</b>
1002, 1007, 1102, 1107, 1302, 1304, 1307, 1502, 1507, 1702, 1704, 1705, 1707, 1805, 1807, 1907, 2003, 2004, 2009, 2102, 2103, 2104, 2105, 2107, 2108, 2109, 2203, 2204, 2205, 2208, 2209, 2305, 2308	41	779.00	<b>\$857</b>	41	100.56	<b>\$111</b>	41	164.00	<b>\$180</b>
704, 1802, 1803, 1902, 1905, 2002, 2005, 2008, 2202, 2303, 2304, 2309	42	798.00	<b>\$878</b>	42	103.01	<b>\$113</b>	42	168.00	<b>\$185</b>
1305, 2007, 2302, 2307, 2506, 2507	43	817.00	<b>\$899</b>	43	105.46	<b>\$116</b>	43	172.00	<b>\$189</b>



2207, 2407	44	836.00	\$920	44	107.92	\$119	44	176.00	\$194
2406	45	855.00	\$941	45	110.37	\$121	45	180.00	\$198
102, 103	47	893.00	\$982	47	115.27	\$127	47	188.00	\$207
910	49	931.00	\$1,024	49	120.18	\$132	49	196.00	\$216
603, 810, 901, 1001, 1110	50	950.00	\$1,045	50	122.63	\$135	50	200.00	\$220
801, 806, 906, 1010, 1101, 1201, 1210, 1301, 1401, 1410, 1710	51	969.00	\$1,066	51	125.08	\$138	51	204.00	\$224
706, 1006, 1106, 1501, 1510, 1601, 1701, 1810, 1901, 1910, 2001, 2010, 2101, 2110, 2210	52	988.00	\$1,087	52	127.54	\$140	52	208.00	\$229
1306, 1506, 1610, 1801, 2310	53	1,007.00	\$1,108	53	129.99	\$143	53	212.00	\$233
701, 1206, 1310, 1606, 1706, 1906, 2106, 2201, 2301	54	1,026.00	\$1,129	54	132.44	\$146	54	216.00	\$238
1406, 2006, 2206	55	1,045.00	\$1,150	55	134.90	\$148	55	220.00	\$242
707, 1806, 2306, 2405	56	1,064.00	\$1,171	56	137.35	\$151	56	224.00	\$246
2408, 2508	57	1,083.00	\$1,191	57	139.80	\$154	57	228.00	\$251
2505	58	1,102.00	\$1,212	58	142.25	\$156	58	232.00	\$255
2403	66	1,254.00	\$1,380	66	161.88	\$178	66	264.00	\$290
2502, 2503, 2504	67	1,272.99	\$1,400	67	164.33	\$181	67	268.00	\$295
2402	68	1,292.00	\$1,421	68	166.78	\$183	68	272.00	\$299
2404	69	1,311.00	\$1,442	69	169.23	\$186	69	276.00	\$304
2401	79	1,501.00	\$1,651	79	193.76	\$213	79	316.00	\$348
2501	80	1,520.00	\$1,672	80	196.21	\$216	80	320.00	\$352
2604	93	1,767.00	\$1,944	93	228.10	\$251	93	372.00	\$409
2605	96	1,824.00	\$2,007	96	235.46	\$259	96	384.00	\$422
1	104	1,976.00	\$2,174	0	0.00	\$0	104	416.00	\$458
2	111	2,109.00	\$2,320	0	0.00	\$0	111	444.00	\$488
2602	134	2,545.99	\$2,801	134	328.66	\$362	134	536.00	\$590
2601	143	2,717.00	\$2,989	143	350.74	\$386	143	572.00	\$629
2603	169	3,211.00	\$3,532	169	414.51	\$456	169	676.00	\$744
QUARTERLY TOTAL		\$189,999.96	\$209,020.00		\$23,998.78	\$26,407.00		\$40,000.00	\$43,995.00



*Strata and Community Title Services*

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for COMMUNITY CORP.40515 INC 411-427 King William Street, ADELAIDE, SA, 5000

Management and staff appreciate your confidence in appointing Whittles as your Body Corporate Managers for the coming year, and assure you of our diligent and professional attention to the Corporation's affairs.

For your information, we have forwarded to your Presiding Officer our standard form of contract for execution on the Corporation's behalf which is to be returned to this office for keeping with the Corporation's files.

Should you have any queries or require attention, please do not hesitate to contact the undersigned.

Yours faithfully

Ian Wallis  
Body Corporate Manager

## Minutes of the Annual General Meeting COMMUNITY CORP.40515 INC

Meeting Date	21 August 2023		
Meeting Location	Whittles Management Services, Enterprise Boardroom, 176 Fullarton Road, Dulwich, SA, 5065		
Time	06:00 PM		Closed: 08:27 PM
Lots Represented	2	Periscope Property Investments Pty Ltd ACN 654 793 307	Owner present
	104	Maxtom Pty Ltd	Proxy Name: Whittles - Ian Wallis
	201	Kym Hand	Electronic vote
	202	Adam and Julie Williams	Electronic vote
	203	Vy Tran	Electronic vote
	204	Ms A L Harrison	Proxy Name: Whittles - Ian Wallis
	205	Robinson Property Nominees Pty Ltd	Proxy Name: Whittles - Ian Wallis
	301	Cyprian Forgie	Electronic vote
	302	Shallon Harvey	Electronic vote
	303	Pysing Baverstock Pty Ltd	Proxy Name: Whittles - Ian Wallis
	304	Pysing Baverstock Pty Ltd	Proxy Name: Whittles - Ian Wallis
	305	Mr T J Pysing	Proxy Name: Whittles - Ian Wallis
	401	K Abdelmajeed	Owner present
	402	DM Trzepacz	Electronic vote
	403	Ms R K Hughes	Proxy Name: Whittles - Ian Wallis
	405	Mr P L Forster	Proxy Name: Whittles - Ian Wallis
	602	John Patiniotis	Electronic vote
	603	M Guarna & T P Harker	Owner present
	701	Ms J T Morrison	Owner present
	702	Y D Chan	Proxy Name: Whittles - Ian Wallis
	704	MSVL Security Trust (David Johnston)	Proxy Name: Whittles - Ian Wallis
	705	Mr J Xia	Proxy Name: Whittles - Ian Wallis
	808	V K T Ho	Owner present
	809	Frieda Reinboth	Owner present (pre-voted)
	810	F & M R Bolado	Proxy Name: Whittles - Ian Wallis
	902	Donna Marchal	Electronic vote
	904	Ms S Y Ung	Proxy Name: Whittles - Ian Wallis
	905	Anthony Lee	Electronic vote
906	BCLF Pty Ltd ACN 651 331 369	Proxy Name: Whittles - Ian Wallis	
907	Ms K A Forster	Proxy Name: Whittles - Ian Wallis	
908	Shaun Varnas	Electronic vote	

909	Sunil Thakur	Electronic vote
1002	T W & C L Cox	Proxy Name: Whittles - Ian Wallis
1003	T K Watherston	Proxy Name: Whittles - Ian Wallis
1006	Ms F D Poni & Mr E G Geri	Proxy Name: Whittles - Ian Wallis
1007	Trist Perry Pty Ltd	Proxy Name: Whittles - Ian Wallis
1008	Maria Cardone	Electronic vote
1101	Christopher Pyragius	Electronic vote
1104	Zhe Jun Liang	Electronic vote
1106	Ms J M Anderson & Ms M J McCormack	Owner present
1107	Tasso Kyriacou	Electronic vote
1108	Mr Yi Xu & Mrs D Kaihua	Proxy Name: Whittles - Ian Wallis
1109	David William Powell	Electronic vote
1110	Karl Morris	Electronic vote
1201	Gokel Bansal	Electronic vote
1204	Reece Muldoon	Electronic vote
1208	Ms H Wu	Proxy Name: Whittles - Ian Wallis
1209	Sampadda Pty Ltd	Proxy Name: Whittles - Ian Wallis
1301	Appahang Pty Ltd (ACN 631 533 590)	Proxy Name: Whittles - Ian Wallis
1307	Paul Reynolds	Electronic vote
1310	Mr J A & Mrs H M Fitzgerald	Owner present
1404	R J Clifton	Owner present
1406	Miss SJ D'amato & Miss AM Middleton	Proxy Name: Whittles - Ian Wallis
1408	Kylie Boag	Electronic vote
1501	Alex Kebbell	Electronic vote
1503	Hong Thye Lim	Electronic vote
1504	Anthony Pinnington	Electronic vote
1508	Mr N W & Mrs P D Markham	Proxy Name: Whittles - Ian Wallis
1509	Mr D G & Mrs D Spacie	Proxy Name: Whittles - Ian Wallis
1510	Brian Lynch	Electronic vote
1604	Y Li	Proxy Name: Whittles - Ian Wallis
1605	Hayley Rohrlach	Electronic vote
1607	Mr A G Mazzachi	Proxy Name: Whittles - Ian Wallis
1609	Jake McCabe	Electronic vote
1610	Mr Y C Yeung	Proxy Name: Whittles - Ian Wallis
1701	Mr P Pavan	Proxy Name: Whittles - Ian Wallis
1702	Daniel Yin, the owner of Unit1702.	Electronic vote
1709	Josh Patterson	Electronic vote
1710	E C Stansborough	Owner present
1803	Mrs H H Wu	Proxy Name: Whittles - Ian Wallis

	1805	Dr S M A Reed	Proxy Name: Whittles - Ian Wallis
	1806	G P Thomas	Owner present
	1902	D A Doolan & F L Doolan	Proxy Name: Whittles - Ian Wallis
	1905	Alastair ROBINSON	Electronic vote
	1910	Matthew G Dawson	Electronic vote
	2002	Bamasa Australia Pty Ltd (ACN 632 119 325)	Proxy Name: Whittles - Ian Wallis
	2006	GEORGE O'CONNELL	Electronic vote
	2008	Mr M S Gillespie	Proxy Name: Whittles - Ian Wallis
	2101	JMK4 Pty Ltd	Proxy Name: Whittles - Ian Wallis
	2105	Kym Gibbins	Electronic vote
	2106	JMK4 Pty Ltd	Proxy Name: Whittles - Ian Wallis
	2107	Beverley ahrns	Electronic vote
	2110	JMK4 Pty Ltd	Proxy Name: Whittles - Ian Wallis
	2201	Mr B Browne	Proxy Name: Whittles - Ian Wallis
	2205	M Guarna & T P Harker	Owner present
	2206	Penelope Gurry	Electronic vote
	2210	Mr C I Mackinnon	Proxy Name: Whittles - Ian Wallis
	2301	Joshua Yee	Electronic vote
	2303	Michael Lawton	Electronic vote
	2304	Angelo Di Troia	Electronic vote
	2307	Mr C C & Mrs M A Thomas	Proxy Name: Whittles - Ian Wallis
	2401	Dr M B & Dr C J Ludlow	Owner present
	2405	Guofeng Ding	Electronic vote
	2408	Charles Mafra	Electronic vote
	2501	Damon Nagel	Electronic vote
	2503	Ms K H Solanki	Proxy Name: Whittles - Ian Wallis
	2504	Desmond ahrns	Electronic vote
	2507	Mr J E & Mrs L A Speedy	Proxy Name: Whittles - Ian Wallis
	2508	Mr D T McGrath	Proxy Name: Whittles - Ian Wallis
	2601	S J Robertson	Proxy Name: Whittles - Ian Wallis
	2602	D & S Klenk	Owner present
	2603	Mr G & Mrs A Hodge	Owner present
	2604	S J Robertson	Proxy Name: Whittles - Ian Wallis
<b>Chairperson</b>	Whittles - Ian Wallis		
<b>Quorum</b>	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 6 SEP 2022 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.				
Motion CARRIED.				
Votes	Yes: 96	No: 0	Abs: 7	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 MAY 2023, which have been circulated to all members, is accepted.				
Motion CARRIED.				
Votes	Yes: 96	No: 0	Abs: 7	Inv: 0

**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 JUN 2023 to 31 MAY 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](http://whittles.com.au) through your owner portal.

**Motion CARRIED.****Votes**

Yes: 98

No: 1

Abs: 4

Inv: 0

**Election of Office Bearers and Committee**

THAT in accordance with s76(1) & 90(1) of the *Community Titles Act 1996*, the meeting appointed the following 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 1110 - Mr K Morris has been elected unopposed as Presiding Officer.

**Election of Secretary**

Lot 2603 - Mr G Hodge has been elected unopposed as Secretary.

**Election of Treasurer**

Lot 401 - Mr K Abdelmajeed has been elected unopposed as Treasurer.

**Election of Ordinary Member**

Lot 2 - Mr C Farley, Lot 1106 - Ms J McCormack have been elected to the committee.

**Item 6****Accredited Contractors (Advice)**

To ensure compliance with work health and safety requirements to protect both contractors and Body 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](http://whittles.com.au) through your owner portal.

**Item 9****Insurance Valuation (Advice)**

A comprehensive professional valuation for insurance purposes was performed in February 2022 and recommended insurance cover of \$103,240,000.

The Insurance Valuation is available for viewing at [whittles.com.au](http://whittles.com.au) through your owner portal.



Motion 10				
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 \$110,500,000 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><b><u>Contents Insurance</u></b></p> <p>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: 98	No: 2	Abs: 3	Inv: 0

Item 11		
Utility Supplies Review		
<p>Whittles Standard Service Agreements include an annual review of common property utility supplies. This will be undertaken by Strata Utility Networks Australia Pty Ltd (if your building is eligible). They will implement any changes without charge where there is a benefit for the Body Corporate.</p>		

Item 12		
<b>General Business</b>		
<p><u>Gutter Cleaning</u> To be carried out yearly by Bevan Plumbers.</p> <p><u>Grounds Maintenance</u> To be arranged by the Committee.</p> <p><u>Level 7 Maintenance Repairs to Fins and Pool Leak</u> Manager advised that work order had been issued to have the works completed during September, The pool will be out of action for up to 5 weeks.</p> <p><u>Glass and Thermal Discomfort update by Barry Nilsson Lawyers represented by Andrew Hilditch</u> Speaker notes attached.</p> <p><u>Short Term Stays</u> The decision passed at last years AGM to not approve any further Short Term Stays of less than 8 weeks was reinforced.</p>		

Motion 13				
Honorarium		Ordinary Resolution		
That the Corporation agreed to pay Presiding Officer Karl Morris, owner of Unit 1110, an Honorarium of \$5,000 this financial year, in recognition of his continued hard work and responsibility undertaken in his role.				
Motion CARRIED.				
Votes	Yes: 85	No: 5	Abs: 13	Inv: 0

Motion 14				
Legal Costs Administration Fund Levy	Ordinary Resolution			
As previously agreed at the Annual General Meeting of 2020, 2021, and 2022 the Corporation will raise a Special Levy of \$25,000 quarterly as required (\$100,000 total) in accordance with Lot Entitlement Values for the purpose of Legal Costs and Reports already expended.				
Motion CARRIED.				
Votes	Yes: 89	No: 5	Abs: 9	Inv: 0

Motion 15				
Administrative Fund Budget		Ordinary Resolution		
<p>It was resolved that in accordance with s81(5)(d) (iii) of the <i>Community Titles Act 1996</i>, the attached Administrative Fund budget be approved and adopted.</p> <p>Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of \$181,000.00 for the financial year ending 31 MAY 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: 95	No: 4	Abs: 4	Inv: 0

Motion 16				
Sinking Fund Budget		Ordinary Resolution		
<p>It was resolved that in accordance with s116 of the <i>Community Titles Act 1996</i>, the attached Sinking Fund budget be approved and adopted.</p> <p>Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of \$15,000.00 for the financial year ending 31 MAY 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: 94	No: 4	Abs: 5	Inv: 0

Motion 17				
Level 7 Maintenance Sinking Fund		Ordinary Resolution		
<p>This levy was approved with quarterly contributions of \$24,000 for the financial year ending 31 MAY 2024. For purpose of fixing pool leak and balustrade fins.</p> <p>Contributions will be raised in accordance with Lot Entitlement Values.</p>				
Motion CARRIED.				
Votes	Yes: 91	No: 5	Abs: 7	Inv: 0

Motion 18				
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 \$100,000.00.</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: 88	No: 6	Abs: 9	Inv: 0

Motion 19				
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 is obligated 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 \$2,210.00.				
Motion CARRIED.				
Votes	Yes: 96	No: 2	Abs: 5	Inv: 0

Motion 20				
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: 97	No: 2	Abs: 4	Inv: 0

Motion 21				
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.40515 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"><li>1. Owners are issued their contribution notice approximately 3 weeks before the due date.</li><li>2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date.</li><li>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.</li><li>4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued.</li><li>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.</li></ol>				
Motion CARRIED.				
Votes	Yes: 96	No: 3	Abs: 4	Inv: 0

Motion 22				
Electronic Communication		Ordinary Resolution		
With the increasing delays by Australia Post, Whittles recommends that owners elect to receive all communication via email (this includes correspondence and contribution notices).				
Motion CARRIED.				
Votes	Yes: 46	No: 0	Abs: 57	Inv: 0

Item 23		
Next Meeting & Closure		
To be discussed at the meeting.		

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

To access your account go to [www.whittles.com.au](http://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.***

## VUE APARTMENTS

### SPEAKING NOTES FOR ANNUAL GENERAL MEETING

#### 1. MERITS

- 1.1 A representative action (class action) has been issued on behalf of current lot owners in respect of the “overheating issue”. A claim has also been brought by the Community Corporation in connection with certain common property defects, including the issues with the pool and the metallic fins.
- 1.2 Our advice to you today, for the purposes of this meeting, is that on the evidence presently available there are reasonable prospects of success. The expert evidence obtained to date is supportive of the Applicants’ position, although more work is required, and it will be necessary to obtain further expert evidence in order for the claims to be established.
- 1.3 This advice is subject of various caveats and in particular the need for further expert evidence as to the nature and scope of what rectification works are appropriate to fix the issues the subject of the action, and the cost of those works.
- 1.4 We have obtained an opinion from counsel. This advice is strictly confidential and subject to legal professional privilege, which privilege is not waived.
- 1.5 I stress that further expert evidence is required in order to progress the claims in Court. This will come at a cost. Experts are not free and require payment upon the completion of their reports.

#### 2. THE PROCESS

- 2.1 The class action will be subject to either an “opt in” process or an “opt out” process. Which of these two processes is to be adopted is yet to be agreed between the parties and is, in any event, ultimately a matter for the Court to decide.
- 2.2 An “opt out” process involves all lot owners being members of the class action, and will benefit from it to the extent that success is achieved, unless they elect to “opt out” of the action by completing a form that is approved by the Court.
- 2.3 An “opt in” process is a process whereby only those lots owners who elect to be a part of the class action, by completing a particular form approved by the Court, will be members of the class action and entitled to benefit from the class action, with those who do not elected to “opt in” not being part of the class action and not entitled to benefit from any success achieved in or by the action.
- 2.4 The Court will decide which of these two processes is appropriate in these particular circumstances. It may be influenced by the parties, if they agree that one process is the appropriate process, but it is not bound by the parties when deciding on the appropriate process. The parties have not agreed on the appropriate process. The representative Applicants have suggested that an “opt out” procedure be adopted. The Respondent, Vue on KWS Pty Ltd, seeks to have an “opt in” procedure implemented.
- 2.5 Once it decides what process to adopt, the Court will make a series of procedural orders regarding the form of the notice to go to group members, how the notice is to go to group members and the manner and time within which they are to return it.

#### 3. SECURITY FOR COSTS

- 3.1 The Respondent has raised the possibility of pursuing a security for costs application. This application has not yet been issued.
- 3.2 Again, if the application is pursued it is unlikely to be agreed between the parties and the Court will have to decide whether to order that security for costs be given by the Applicants and, if so, the manner and form of the security to be given. If security is ordered, the action will be stayed until it is provided. If security is ordered and is not provided, the action can be dismissed after a period of time.
- 3.3 We are working with the Applicants in connection with the foreshadowed security for costs application.

## **4. FUNDING GENERALLY**

- 4.1 We are exploring ways of funding the litigation with expedience at present with a view to resolving this issue as soon as possible.
- 4.2 We are not at this stage able to expand on our processes in that regard as they are confidential and privileged, again privilege which is not waived.

## **5. NEXT STEPS**

- 5.1 There is a Directions Hearing in Court on 4 September 2023 where the issues of opt in or opt out and security for costs are likely to be discussed but no decision will be made by the Court at that stage.
- 5.2 Unless an agreement is reached between the parties on these matters they be determined at a later date by the Court.



# BUDGET

COMMUNITY CORP.40515 INC  
411-427 KING WILLIAM STREET, ADELAIDE

Year ending May 2024

## ADMINISTRATION FUND

	Jun-Aug 23	Sept-Nov 23	Dec-Feb 24	Mar-May 24	Annual Total
<b>INCOME</b>					
Contributions	173,000.00	181,000.00	181,000.00	181,000.00	\$716,000.00
Arrears	14,322.89	0.00	0.00	0.00	\$14,322.89
Advances	-77,189.18	-0.00	-0.00	-0.00	-\$77,189.18
Recoverable costs - Airconditioning - Maintenance	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Special levy - Legal costs	0.00	25,000.00	25,000.00	25,000.00	\$75,000.00
<b>Total</b>	<b>111,383.71</b>	<b>207,250.00</b>	<b>207,250.00</b>	<b>207,250.00</b>	<b>\$733,133.71</b>
<b>EXPENDITURE</b>					
Air conditioning - Service	2,750.00	2,750.00	2,750.00	2,750.00	\$11,000.00
Auditor fee	0.00	2,210.00	0.00	0.00	\$2,210.00
Caretaking	8,500.00	8,500.00	8,500.00	8,500.00	\$34,000.00
Carpark - Cleaning	6,000.00	550.00	550.00	550.00	\$7,650.00
Carpark - Security gate/roller door	400.00	400.00	400.00	400.00	\$1,600.00
Cleaning	30,500.00	30,500.00	30,500.00	30,500.00	\$122,000.00
Cleaning - Supplies	2,000.00	2,000.00	2,000.00	2,000.00	\$8,000.00
Cleaning - Windows	1,000.00	20,000.00	1,000.00	20,000.00	\$42,000.00
Common property	3,000.00	3,000.00	3,000.00	3,000.00	\$12,000.00
Computer - Communiti Link	1,450.00	1,450.00	1,450.00	1,450.00	\$5,800.00
Debt collection fees - Final notice fee	2,000.00	0.00	0.00	0.00	\$2,000.00
Electrical	1,000.00	1,000.00	1,000.00	1,000.00	\$4,000.00
Fire systems - Monitoring	320.00	320.00	320.00	320.00	\$1,280.00
Fire systems - Repairs	1,000.00	1,000.00	1,000.00	1,000.00	\$4,000.00
Fire systems - Services	5,000.00	5,000.00	5,000.00	5,000.00	\$20,000.00
Fire systems - Telephone	350.00	350.00	350.00	350.00	\$1,400.00
Floor coverings - Carpet cleaning	0.00	1,700.00	0.00	0.00	\$1,700.00
Grounds	750.00	750.00	750.00	750.00	\$3,000.00
Health Club / Gym - Maintenance	250.00	250.00	250.00	250.00	\$1,000.00
Indoor plant rental	450.00	450.00	450.00	450.00	\$1,800.00
Insurance - Renewal	85,000.00	0.00	0.00	0.00	\$85,000.00
Insurance claims - Excess	1,000.00	0.00	0.00	0.00	\$1,000.00
Legal fees	0.00	25,000.00	25,000.00	25,000.00	\$75,000.00
Lift - Maintenance	500.00	500.00	500.00	500.00	\$2,000.00
Lift - Registration	1,149.00	0.00	0.00	0.00	\$1,149.00
Lift - Service contract	4,250.00	4,250.00	4,250.00	4,250.00	\$17,000.00
Lift - Telephone	110.00	110.00	110.00	110.00	\$440.00
Management - Additional services fee	750.00	750.00	750.00	750.00	\$3,000.00
Management - Agreed Services	11,000.00	11,000.00	11,000.00	11,000.00	\$44,000.00
Management - Asset Maintenance Services	867.50	867.50	867.50	867.50	\$3,470.00
Management - Disbursement Fees	3,286.00	3,286.00	3,286.00	3,286.00	\$13,144.00
Meeting fee	0.00	200.00	0.00	0.00	\$200.00
Painting	0.00	0.00	0.00	20,561.00	\$20,561.00
Pest control	0.00	140.00	0.00	140.00	\$280.00
Plumbing	600.00	600.00	600.00	600.00	\$2,400.00
Pool/Spa - Cleaning	5,000.00	5,000.00	5,000.00	5,000.00	\$20,000.00
Reports	1,000.00	1,000.00	1,000.00	1,000.00	\$4,000.00
Rubbish - Bin Sanitising	1,000.00	1,000.00	1,000.00	1,000.00	\$4,000.00
Rubbish - Removal	10,000.00	10,000.00	10,000.00	10,000.00	\$40,000.00
Security	2,500.00	2,500.00	2,500.00	2,500.00	\$10,000.00
Security - Monitoring	200.00	200.00	200.00	200.00	\$800.00

Security - Patrols	1,750.00	1,750.00	1,750.00	1,750.00	<b>\$7,000.00</b>
Taxation - BAS Return	250.00	250.00	250.00	250.00	<b>\$1,000.00</b>
Taxation - Payment	160.00	0.00	0.00	0.00	<b>\$160.00</b>
Technology and System Fees	848.00	848.00	848.00	848.00	<b>\$3,392.00</b>
Telephone	100.00	100.00	100.00	100.00	<b>\$400.00</b>
Utilities - Electricity	15,000.00	16,750.00	16,750.00	16,750.00	<b>\$65,250.00</b>
Utilities - Gas	5,750.00	5,750.00	5,750.00	5,750.00	<b>\$23,000.00</b>
Utilities - Water	11,250.00	11,250.00	11,250.00	11,250.00	<b>\$45,000.00</b>
Venue hire	0.00	0.00	0.00	0.00	<b>\$0.00</b>
<b>Total</b>	<b>230,040.50</b>	<b>185,281.50</b>	<b>162,031.50</b>	<b>201,732.50</b>	<b>\$779,086.00</b>

## LEVEL 7 UPGRADE

	<b>Jun-Aug 23</b>	<b>Sept-Nov 23</b>	<b>Dec-Feb 24</b>	<b>Mar-May 24</b>	<b>Annual Total</b>
<b>INCOME</b>					
Contributions	23,864.00	0.00	24,000.00	24,000.00	<b>\$71,864.00</b>
Arrears	873.63	0.00	0.00	0.00	<b>\$873.63</b>
Advances	-10,760.90	-0.00	-0.00	-0.00	<b>-\$10,760.90</b>
<b>Total</b>	<b>13,976.73</b>	<b>0.00</b>	<b>24,000.00</b>	<b>24,000.00</b>	<b>\$61,976.73</b>
<b>EXPENDITURE</b>					
Common property - Balustrading	0.00	55,000.00	0.00	0.00	<b>\$55,000.00</b>
Interest on loans	2,800.00	3,000.00	3,000.00	3,000.00	<b>\$11,800.00</b>
Pool/Spa	0.00	0.00	114,000.00	0.00	<b>\$114,000.00</b>
<b>Total</b>	<b>2,800.00</b>	<b>58,000.00</b>	<b>117,000.00</b>	<b>3,000.00</b>	<b>\$180,800.00</b>

## SINKING FUND

	Jun-Aug 23	Sept-Nov 23	Dec-Feb 24	Mar-May 24	Annual Total
<b>INCOME</b>					
Contributions	15,000.00	15,000.00	15,000.00	15,000.00	\$60,000.00
Arrears	1,426.36	0.00	0.00	0.00	\$1,426.36
Advances	-6,615.45	-0.00	-0.00	-0.00	-\$6,615.45
<b>Total</b>	<b>9,810.91</b>	<b>15,000.00</b>	<b>15,000.00</b>	<b>15,000.00</b>	<b>\$54,810.91</b>
<b>EXPENDITURE</b>					
Common property	2,000.00	10,000.00	2,000.00	2,000.00	\$16,000.00
Electrical	0.00	0.00	0.00	0.00	\$0.00
Fire systems - Repairs	2,000.00	2,000.00	2,000.00	2,000.00	\$8,000.00
Honorarium	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
<b>Total</b>	<b>5,250.00</b>	<b>13,250.00</b>	<b>5,250.00</b>	<b>5,250.00</b>	<b>\$29,000.00</b>

## CASH FLOW SUMMARY

	Jun-Aug 23	Sept-Nov 23	Dec-Feb 24	Mar-May 24	Annual Total
<b><u>ADMINISTRATION FUND</u></b>					
Opening Balance	93,234.73	-25,422.06	-3,453.56	41,764.94	\$93,234.73
Add: Contributions	173,000.00	181,000.00	181,000.00	181,000.00	\$716,000.00
Add: Recoverable costs - Airconditioning - Maintenance	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Add: Special levy - Legal costs	0.00	25,000.00	25,000.00	25,000.00	\$75,000.00
Add: Arrears	14,322.89	0.00	0.00	0.00	\$14,322.89
Minus: Advances	77,189.18	0.00	0.00	0.00	\$77,189.18
Minus: Expenditures	230,040.50	185,281.50	162,031.50	201,732.50	\$779,086.00
CLOSING BALANCE	-25,422.06	-3,453.56	41,764.94	47,282.44	\$47,282.44
<b><u>LEVEL 7 UPGRADE</u></b>					
Opening Balance	-24,322.01	-13,145.28	-71,145.28	-164,145.28	\$-24,322.01
Add: Contributions	23,864.00	0.00	24,000.00	24,000.00	\$71,864.00
Add: Arrears	873.63	0.00	0.00	0.00	\$873.63
Minus: Advances	10,760.90	0.00	0.00	0.00	\$10,760.90
Minus: Expenditures	2,800.00	58,000.00	117,000.00	3,000.00	\$180,800.00
CLOSING BALANCE	-13,145.28	-71,145.28	-164,145.28	-143,145.28	\$-143,145.28
<b><u>SINKING FUND</u></b>					
Opening Balance	58,540.07	63,100.98	64,850.98	74,600.98	\$58,540.07
Add: Contributions	15,000.00	15,000.00	15,000.00	15,000.00	\$60,000.00
Add: Arrears	1,426.36	0.00	0.00	0.00	\$1,426.36
Minus: Advances	6,615.45	0.00	0.00	0.00	\$6,615.45
Minus: Expenditures	5,250.00	13,250.00	5,250.00	5,250.00	\$29,000.00
CLOSING BALANCE	63,100.98	64,850.98	74,600.98	84,350.98	\$84,350.98

## CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000  
Number of Lots 212

Lot Number	— Effective from 15/12/23 —			— Effective from 15/12/23 —			— Effective from 15/12/23 —		
	LEV	ADMIN Fund	ADMIN Fund (incl. GST)	LEV	L7UPGRADE Fund	L7UPGRADE Fund (incl. GST)	LEV	SINKING Fund	SINKING Fund (incl. GST)
101, 201, 202, 203, 204, 205, 302, 303, 304	35	633.50	<b>\$697</b>	35	85.84	<b>\$94</b>	35	52.50	<b>\$58</b>
301, 305, 401, 402, 403, 404, 903, 1005	36	651.60	<b>\$717</b>	36	88.29	<b>\$97</b>	36	54.00	<b>\$59</b>
104, 405, 601, 602	37	669.70	<b>\$737</b>	37	90.75	<b>\$100</b>	37	55.50	<b>\$61</b>
702, 703, 802, 803, 804, 805, 909, 1008, 1009, 1105, 1108, 1208, 1209, 1308, 1408, 1409, 1508, 1509	39	705.90	<b>\$777</b>	39	95.65	<b>\$105</b>	39	58.50	<b>\$64</b>
705, 807, 808, 809, 902, 904, 905, 907, 908, 1003, 1004, 1103, 1104, 1109, 1202, 1203, 1204, 1205, 1207, 1303, 1309, 1402, 1403, 1404, 1405, 1407, 1503, 1504, 1505, 1602, 1603, 1604, 1605, 1607, 1608, 1609, 1703, 1708, 1709, 1804, 1808, 1809, 1903, 1904, 1908, 1909	40	724.00	<b>\$796</b>	40	98.10	<b>\$108</b>	40	60.00	<b>\$66</b>
1002, 1007, 1102, 1107, 1302, 1304, 1307, 1502, 1507, 1702, 1704, 1705, 1707, 1805, 1807, 1907, 2003, 2004, 2009, 2102, 2103, 2104, 2105, 2107, 2108, 2109, 2203, 2204, 2205, 2208, 2209, 2305, 2308	41	742.10	<b>\$816</b>	41	100.56	<b>\$111</b>	41	61.50	<b>\$68</b>
704, 1802, 1803, 1902, 1905, 2002, 2005, 2008, 2202, 2303,	42	760.20	<b>\$836</b>	42	103.01	<b>\$113</b>	42	63.00	<b>\$69</b>

2304, 2309									
1305, 2007,									
2302, 2307,	43	778.30	<b>\$856</b>	43	105.46	<b>\$116</b>	43	64.50	<b>\$71</b>
2506, 2507									
2207, 2407	44	796.40	<b>\$876</b>	44	107.92	<b>\$119</b>	44	66.00	<b>\$73</b>
2406	45	814.50	<b>\$896</b>	45	110.37	<b>\$121</b>	45	67.50	<b>\$74</b>
102, 103	47	850.70	<b>\$936</b>	47	115.27	<b>\$127</b>	47	70.50	<b>\$78</b>
910	49	886.90	<b>\$976</b>	49	120.18	<b>\$132</b>	49	73.50	<b>\$81</b>
603, 810,									
901, 1001,	50	905.00	<b>\$996</b>	50	122.63	<b>\$135</b>	50	75.00	<b>\$83</b>
1110									
801, 806,									
906, 1010,									
1101, 1201,	51	923.10	<b>\$1,016</b>	51	125.08	<b>\$138</b>	51	76.50	<b>\$84</b>
1210, 1301,									
1401, 1410,									
1710									
706, 1006,									
1106, 1501,									
1510, 1601,									
1701, 1810,									
1901, 1910,	52	941.20	<b>\$1,035</b>	52	127.54	<b>\$140</b>	52	78.00	<b>\$86</b>
2001, 2010,									
2101, 2110,									
2210									
1306, 1506,									
1610, 1801,	53	959.30	<b>\$1,055</b>	53	129.99	<b>\$143</b>	53	79.50	<b>\$87</b>
2310									
701, 1206,									
1310, 1606,									
1706, 1906,	54	977.40	<b>\$1,075</b>	54	132.44	<b>\$146</b>	54	81.00	<b>\$89</b>
2106, 2201,									
2301									
1406, 2006,	55	995.50	<b>\$1,095</b>	55	134.90	<b>\$148</b>	55	82.50	<b>\$91</b>
2206									
707, 1806,	56	1,013.60	<b>\$1,115</b>	56	137.35	<b>\$151</b>	56	84.00	<b>\$92</b>
2306, 2405									
2408, 2508	57	1,031.70	<b>\$1,135</b>	57	139.80	<b>\$154</b>	57	85.50	<b>\$94</b>
2505	58	1,049.80	<b>\$1,155</b>	58	142.25	<b>\$156</b>	58	87.00	<b>\$96</b>
2403	66	1,194.59	<b>\$1,314</b>	66	161.88	<b>\$178</b>	66	99.00	<b>\$109</b>
2502, 2503,	67	1,212.70	<b>\$1,334</b>	67	164.33	<b>\$181</b>	67	100.50	<b>\$111</b>
2504									
2402	68	1,230.80	<b>\$1,354</b>	68	166.78	<b>\$183</b>	68	102.00	<b>\$112</b>
2404	69	1,248.90	<b>\$1,374</b>	69	169.23	<b>\$186</b>	69	103.50	<b>\$114</b>
2401	79	1,429.90	<b>\$1,573</b>	79	193.76	<b>\$213</b>	79	118.50	<b>\$130</b>
2501	80	1,448.00	<b>\$1,593</b>	80	196.21	<b>\$216</b>	80	120.00	<b>\$132</b>
2604	93	1,683.30	<b>\$1,852</b>	93	228.10	<b>\$251</b>	93	139.50	<b>\$153</b>
2605	96	1,737.60	<b>\$1,912</b>	96	235.46	<b>\$259</b>	96	144.00	<b>\$158</b>
1	104	1,882.40	<b>\$2,071</b>	0	0.00	<b>\$0</b>	104	156.00	<b>\$172</b>
2	111	2,009.10	<b>\$2,210</b>	0	0.00	<b>\$0</b>	111	166.50	<b>\$183</b>
2602	134	2,425.40	<b>\$2,668</b>	134	328.66	<b>\$362</b>	134	201.00	<b>\$221</b>
2601	143	2,588.30	<b>\$2,847</b>	143	350.74	<b>\$386</b>	143	214.50	<b>\$236</b>
2603	169	3,058.90	<b>\$3,365</b>	169	414.51	<b>\$456</b>	169	253.50	<b>\$279</b>
<b>QUARTERLY</b>									
<b>TOTAL</b>		<i>\$180,999.99</i>	<b><i>\$199,087.00</i></b>		<i>\$23,998.78</i>	<b><i>\$26,407.00</i></b>		<i>\$15,000.00</i>	<b><i>\$16,503.00</i></b>

## CALCULATION OF LEVIES

Number of Lots            212  
**Effective from**        **15/12/23**  
**Expires**                **15/07/24**

SPECIAL LEVY - LEGAL COSTS - A17527

## Heat Investigation Legal and Reports

Lot Number	UEV	Contribution	Contribution (incl. GST)
101, 201, 202, 203, 204, 205, 302, 303, 304	35	\$87.50	\$96
301, 305, 401, 402, 403, 404, 903, 1005	36	\$90.00	\$99
104, 405, 601, 602	37	\$92.50	\$102
702, 703, 802, 803, 804, 805, 909, 1008, 1009, 1105, 1108, 1208, 1209, 1308, 1408, 1409, 1508, 1509	39	\$97.50	\$107
705, 807, 808, 809, 902, 904, 905, 907, 908, 1003, 1004, 1103, 1104, 1109, 1202, 1203, 1204, 1205, 1207, 1303, 1309, 1402, 1403, 1404, 1405, 1407, 1503, 1504, 1505, 1602, 1603, 1604, 1605, 1607, 1608, 1609, 1703, 1708, 1709, 1804, 1808, 1809, 1903, 1904, 1908, 1909	40	\$100.00	\$110
1002, 1007, 1102, 1107, 1302, 1304, 1307, 1502, 1507, 1702, 1704, 1705, 1707, 1805, 1807, 1907, 2003, 2004, 2009, 2102, 2103, 2104, 2105, 2107, 2108, 2109, 2203, 2204, 2205, 2208, 2209, 2305, 2308	41	\$102.50	\$113
704, 1802, 1803, 1902, 1905, 2002, 2005, 2008, 2202, 2303, 2304, 2309	42	\$105.00	\$116
1305, 2007, 2302, 2307, 2506, 2507	43	\$107.50	\$118
2207, 2407	44	\$110.00	\$121
2406	45	\$112.50	\$124
102, 103	47	\$117.50	\$129
910	49	\$122.50	\$135
603, 810, 901, 1001, 1110	50	\$125.00	\$138
801, 806, 906, 1010, 1101, 1201, 1210, 1301, 1401, 1410, 1710	51	\$127.50	\$140
706, 1006, 1106, 1501, 1510, 1601, 1701, 1810, 1901, 1910, 2001, 2010, 2101, 2110, 2210	52	\$130.00	\$143
1306, 1506, 1610, 1801, 2310	53	\$132.50	\$146
701, 1206, 1310, 1606, 1706, 1906, 2106, 2201, 2301	54	\$135.00	\$149
1406, 2006, 2206	55	\$137.50	\$151
707, 1806, 2306, 2405	56	\$140.00	\$154
2408, 2508	57	\$142.50	\$157
2505	58	\$145.00	\$160
2403	66	\$165.00	\$182
2502, 2503, 2504	67	\$167.50	\$184
2402	68	\$170.00	\$187
2404	69	\$172.50	\$190
2401	79	\$197.50	\$217
2501	80	\$200.00	\$220
2604	93	\$232.50	\$256

2605	96	\$240.00	\$264
1	104	\$260.00	\$286
2	111	\$277.50	\$305
2602	134	\$335.00	\$369
2601	143	\$357.50	\$393
2603	169	\$422.50	\$465
<b>QUARTERLY</b>		\$25,000.00	\$27,513.00



*Strata and Community Title Services*

18 January 2024

Dear Corporation Member,

Please find attached the Minutes of the recent Management Committee Meeting for COMMUNITY CORP.40515 INC 411-427 King William Street, ADELAIDE, SA, 5000.

Should you have any queries or concerns please do not hesitate to contact this office.

Yours faithfully  
Ian Wallis  
Body Corporate Manager



## Minutes of the Management Committee Meeting COMMUNITY CORP.40515 INC

Meeting Date	18 October 2023		
Meeting Location	Whittles Management Services, Louise Amber Boardroom, 176 Fullarton Road, Dulwich, SA, 5065		
Time	06:00 PM		Closed: 08:20 PM
Lots Represented	2      C Farley		

### 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 *Community Titles Act 1996*, the minutes of the Management Committee Meeting held on 8 MAY 2023 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.

#### Motion CARRIED.

#### Votes

Yes: 4

No: 0

Abs: 0

Inv: 0

Item 3		
<b>L5 Car Park Bollards (quotes)</b>		
a. refer to Barry Nillsen Lawyers for opinion b. identified risks – Fall prevention and vehicle penetration of the façade. c. options to rectify – Undertake works by BC or submit to Developer		
Notes – Action to be taken		
Intrax Engineering report + Ian Frys quote, submit to Developer and Maxcon for review and reply, before taking any further action. Committee in agreement that works should be undertaken in the new year, levy to be raised to cover costs.		

Item 4		
<b>Holland Street SA Power Network Sub-Station Door ETA (installation booked 27/10)</b>		

Item 5		
<b>Proficient Fire Quotes for Repairs - are illuminated exit directional signs included?</b>		
a. levy to cover all outstanding repairs – see notes		
Notes – Action to be taken		
Levy to be raised to cover costs for Fire System Repairs, Water pump replacement, roller door (off Holland Street) replacement. 2 x \$15k – Feb and April 2024.  Caretaker currently reviewing all directional exit signs. It has been identified that the entire signs need replacement on an as needs basis.		

Item 6		
<b>L7 Tiles Option</b>		
a. southern & northern shelter repairs so Iguana can repair footings \$95k b. total L7 (lower portion) \$255k  Committee agreed that this project should be done for the total of level 7, so supported option b.  Note – Hold in abeyance until EGM called in new year.		

**Item 7****Origin Energy Hot Water Upgrades – progress****Notes**

Works In progress to be completed by December 2023 – water meter upgrades in Q1 2024.

**Item 8****Waste Chute Repairs****Notes**

Works completed – floor level waste chutes have been re-opened. Cost \$3000.

**Item 9****Basement Stair Enclosure - quote****Notes**

Outstanding with Gavin from Fix It and caretaker James - Scope to be reviewed with PO Karl

**Item 10****L1 Hanging Garden Progress****Notes**

Ongoing Investigation – Hold in abeyance – Karl to chase Oxigen

**Item 11****Pool Repairs Timeline for Repairs****Notes**In Progress – awaiting epoxy suppliers, repairs are still weather dependant aim to be finished by 3<sup>rd</sup> week December 2023.**Item 12****Level 7 Vertical FIN Securing Update****Notes**

In Progress, contractors are onsite and expect to be completed by Mid-November 2023.

Item 13		
Solar (Origin) Progress		
a. EV metered charging progress		
Notes		
Outstanding - meeting to be set with Origin contact Uday Tuteja and PO Karl Morris		

Item 14		
Hot Property Group - any update on opening sash window options		
Notes		
Delays from HPG, manager requested to seek alternative options / contractors.		

Item 15		
Revisit Pool Cover Option		
Hold in abeyance. Further investigation required.		

Item 16		
Fridge Vent Installation - progress		
Notes		
Orders place for 66 units through 2 contractors. Owners details provided and they will deal directly.		

Item 17		
Security Patrols Over Christmas/New Year/ 26 January		
Approval to engage SRX security to perform additional visits to include clearing area of guests at appropriate times.		

Item 18		
<b>Adelaide Apartment Owners Association (AAOA)</b>		
a. Subscription b. Objectives / Benefits c. Membership		
Notes		
Can Corporation pay membership, Karl Morris to provide further information, Manager advised that this could be paid by Corporation but to include in next AGM agenda.		

Item 19		
<b>General Business – additional Items</b>		
<p><u>Communitilink</u>- Data purge of old users – work in progress – it is not automatic.</p> <p><u>Insurance claim 2503</u> – What was cause of connection washing machine failure, who pays excess, where does liability sit – Matter is outstanding.</p> <p><u>Level 7 Male Toilets</u> – Coat hangers required + stool, vanity basin needs to silicon sealant. – Manager to ask Caretaker to investigate</p> <p><u>Heat Investigation / Legal update</u> - commissioning further expert testing. Directions hearings set down for Nov 13 and possibility of further hearing mid Feb to determine opt in / opt out.</p>		

Item 20		
<b>Next Meeting &amp; Closure</b>		
Meeting closed at 8.20pm		

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***MINUTES***  
***of the Management Committee Meeting***

*of*

*Community Corporation 40515 Inc.*  
*411-427 KING WILLIAM STREET, ADELAIDE*

*held*

*at The Gilbert Street Hotel*  
*88 Gilbert St, Adelaide SA 5000*

*on Monday, 8 May 2023 at 6:30 AM*

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**PRESENT**

In Person

Lot 401	Mr K Abdelmajeed
Lot 1110	Mr K R Morris
Lot 2603	Mr G Hodge

By Proxy

Lot 1106	Ms M J McCormack represented by proxy to Mr K R Morris
Lot 1605	Ms H E Rohrlach represented by proxy to Mr K Abdelmajeed

**PROCEEDINGS**

**PRESIDING OFFICER**

Mr K Morris, Presiding Officer presided over the meeting.

**Quorum**

Under the adjourned meeting provisions in the Community Titles Act 1996, the Manager declared that a quorum failed by presence or proxy, with only 5 of the 66 Lots being represented. Any decisions made at this meeting will be subject to ratification at a reconvened meeting. Members represented in person or by proxy asked that the Corporation Manager represent them at the reconvened meeting.

The Presiding Officer declared that a quorum was in attendance by presence or proxy, with 5 of the 5 members being represented.

**DECLARATION OF INTEREST**

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

**Confirmation Minutes Of Last Meeting 23rd January 2023 (Ordinary Resolution)**

It was agreed that the minutes for the meeting held 23 Jan 2023 were a correct record of that meeting and they were accepted.

**MOTION CARRIED**

## **YTD Finance Report**

The financial position for the Corporation for the year to date being 1st of June 2022 to 30th April 2023 was:

Administration Income \$661,000 and Expenses of \$662,000, Net Assets \$94,000.

Sinking Fund Income \$75,000 and Expenses of \$78,000, Net Assets \$56,000.

Level 7 Fund Income \$83,000 and Expenses of \$207,000, with outstanding loan amount of \$116,000. Overall net asset for Level 7 is \$82,000.

It was agreed the financials were in order and that they were accepted.

## **Business Arising**

### **1. Chris Cann Departing the Corporation**

Chris Cann departing the Corporation due to sales of Lot 808, Committee decision to fill casual vacancy.

The Committee have agreed to fill the casual vacancy with Monica McCormack on 1106 as an ordinary member, until resolved at the next Annual General Meeting.

### **2. Legal Defence Update From Respondent**

Update to be provided by Barry Nilsson Lawyers and distributed to all owners.

a. Opt in / Opt out - Part of Barry Nilsson Lawyers report. Next Steps With Class Actions, update to be provided by Barry Nilsson Lawyers and distributed to all owners.

b. Vertical Fin remedial repairs - \$51,559 (including GST)  
Committee have agreed to proceed with quote provided by Andrew Green Constructions.

c. Proceed with quoted Pool repairs \$125,620 (including GST)  
Committee have agreed to proceed with quote provided by I J Fry Nominees Pty Ltd

As agreed at AGM in 2022, the above works will be funded by taking out a loan with Strata Cash Management Pty Ltd - repayments over 36 months.

### **3. L7 Showers, Water Damage, Quotes \$2k per Shower**

Approval to proceed with quote supplied by O'Brien Glass.

### **4. Basement (Loading Bay) Bike Storage - Reattach Doors and Add FOB Access**

Further investigation required.

### **5. Balcony Blinds Update - Country Blinds**

Committee has agreed with the Country Blinds proposal and for this to be put forward at next General Meeting.

- Each owner would need to apply to the Corporation.
- Owners take on all risk and responsibility.
- Owners to receive information in quarterly newsletter.



## **6. Advice on SA Power Networks Tilt-A-Door Ownership, Expectation On Repairs**

Further investigation required:

- Is there a deadline to repair the panel lift door.
- Who is the responsible party.
- Can costs be shared with SAPN and Corporation.

## **7. Solar Install**

- a. First steps still to be taken - Engage with third party proposals
- b. WIN Energy (now Origin) as incumbent - Awaiting proposal from Origin Energy
- c. EV charging aligned and metered - Awaiting Origin Energy

## **8. Window Planning, options what is needed**

Further work required.

## **9. Fridge Vents - Owners Responsibility**

Fridge Ventilation - David Prill 0403453702 - email dprill14264@hotmail.com

OR

Longford Homes Pty Ltd - Andrew Longford 0418 838 843 - email andrew@longfordhomes.com.au

## **10. Schindler's Roll Over Contract**

Committee reviewing contract which currently expires 30-5-2024

Items of concern:

- Service costs
- Call button outages
- Plant out of order for extended periods

## **11. Higgins Maintenance Painting - invoiced full year first year**

Agreement to pay initial invoice and withhold costs for line-marking, which includes numbering to car spaces and floor level numbers.

## **12. Basement Egress Stairs Quote To Close In (to prevent homeless campers)**

Awaiting quote from FIX IT Building Maintenance.

## **13. Level 7 Tiling**

Awaiting proposal from Oxygen and Independent contractors.

## **14. Rust On Southern Shelter Footings, warranty review**

Karl Morris to follow up with Oxygen and also the BBQ lid.

## **15. Additional Shading To West Facing Southern Structure \$7,744**

Karl Morris to seek better pricing from Oxygen. Hold in abeyance and allow plants to establish.

## **16. Additional Green Space On Support Column Outside Gym - \$7,000**

Progress with the racks above current planter. Hold off on further works until further notice.

## **17. L1 Progress**

Awaiting quote to investigate structural design.

## **18. ACC/Whittles Update On Levy or Rates Relief on Rubbish Collection.**

In discussion with Adrian Wilson from ACC. Further work required.

**19. Water Damage To Penthouses Not Covered By Insurance - 2604/ 2603**

Insurance not offering to pay full replacement costs, only partial repair offered. Whittles to pursue with MGA and Assessor seeking resolution. Further discussion with Barry Nilsson Lawyers being considered.

**20. AGM Motion - Alteration To Gym Opening Hours - Discussion Pro's and Con's**

The Committee do not support altering the current By-Laws to alter the operating times of the GYM.

**General Business**

Letters are to be sent to owners in arrears, if payment not received or a payment plan entered into. This will result in access being removed to recreation areas until monies received. Refer section 16 of the By-Laws.

**NEXT MANAGEMENT COMMITTEE MEETING**

It was agreed that the next meeting will be held TBA.

**CLOSURE**

The meeting closed at 8:30p.m.

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***MINUTES***  
***of the Management Committee Meeting***

*of*

*Community Corporation 40515 Inc.*  
*411-427 KING WILLIAM STREET, ADELAIDE*

*held*

*at The Gilbert Hotel*  
*88 Gilbert Street, Adelaide SA 5000*

*on Monday, 9 January 2023 at 6:00 PM*

---

**PRESENT**

In Person

Lot 401	Mr K Abdelmajeed
Lot 808	Ms C Cann
Lot 1110	Mr K R Morris
Lot 2603	Mr G Hodge

In Attendance

Ian Wallis representing Whittles Strata & Community Corporation Managers

Apologies

Hayley Rohrlach

**PROCEEDINGS**

**PRESIDING OFFICER**

Mr K Morris, Presiding Officer, presided over the meeting.

The Corporation Manager was requested to assist by recording the minutes the meeting.

Quorum

The Corporation Manager declared that a quorum was in attendance by presence or proxy, with 4 of the 5 members being represented.

**DECLARATION OF INTEREST**

All owners or their nominees, were reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting.

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

### **Minutes (Ordinary Resolution)**

It was agreed that the minutes for the meeting held 27 June 2022 were a correct record of that meeting and that they were accepted.

**MOTION CARRIED**

### **YTD Finance Report**

The Manager reported the financial position for the Corporation for the year to date being 1st of June 2022 to 31st December 2022, the overall position was:

Administration Income \$474,000 and Expenses of \$459,000, Net Assets \$108,000.

Sinking Fund Income \$57,000 and Expenses of \$78,000, Net Assets \$38,000.

Level 7 Fund Income \$57,000 and Expenses of \$203,000, with outstanding loan amount of \$140,000, overall net asset for Level 7 is \$55,000.

It was agreed the financials were in order and that they were accepted.

### **Fines To Be Issued**

Unit 12XX Incident 25th December, 2 fines \$250 each, dog on level 7 (x2) not allowed and non cleaning of BBQ area after use, was left in mess for others.

Unit 24XX Sunday 4th December, Smoking on Level 7 Common Area, drinking in the enclosed Pool Area \$250 for each breach.

Despite being reminded they were in breach of the rules, they chose to ignore.

**MOTION CARRIED**

### **General Business**

#### **1. Vertical Fin Repair Quote**

The Manager to follow up with Andrew Green Constructions for updated quote for rectification of the fins on level 7.

#### **2. Pool Quote - Chase Up Ian Fry**

The Manager to follow up with Ian Fry Builders to rectify waterproofing issues with pool.

#### **3. Balcony Blinds Update**

Further follow up required. The Presiding Officer Karl to investigate with Country Blinds and Rundle Blinds.

#### **4. Fridge Ventilation**

The Manager to follow up with John Fitzgerald in 1310 who has had this actioned in 2022. We can then look at seeking quotes from his contractor for other owners to consider.

#### **5. Level 7 Shower Screen Quote**

O'Brien Glass quote presented (\$4,000 for 2 showers), the Manager is to seek alternative, with semi frameless option.

#### **6. Car Parking Bollards**

Approved Bollard - fold down parking bollard from Bronson Safety [www.bronsonsaefty.com.au](http://www.bronsonsaefty.com.au)  
Part number SKU:A5195 with dimensions 150w x 50d x 800h, cost \$233.09 each.

Installation should be through Fix It Building Maintenance at a cost of \$110, contact Whittles for details.

### **7. Car Park ARMCO Level 5 Barrier**

Further investigation into safety barrier on Level 5 that appears to be missing, Manager to contact Developer and Builder Maxcon.

### **8. Solar - First Steps**

Presiding Officer to provide update in Newsletter. Expressions of interest for being part of a Sub Committee for anyone with experience in the field to help investigate or provide guidance.

### **9. Origin / Win Contract Review**

Work in Progress part of electricity review.

### **10. EV Charging**

Part of electricity review and future proofing the building.

### **11. Car Park Lighting Upgrade, Rebates, REES Credit**

The Manager to follow up with Electric Environs for final installation plan and rebate lodgement.

### **12. Level 7 Tile Repairs**

Contractors have attended to review scope of works and we await quotes for further review.

### **13. BBQ - Level 7 Opening**

The Manager to speak with Caretaker or Lions Club about a possible BBQ sausage sizzle and fund raiser.

### **14. Fire Services Contractor - FORM 3 Submissions**

Committee reviewed 2 proposals from current provider Shield Fire and also Proficient Fire.

It was agreed to award the ongoing contract to Proficient Fire which will also see a cost saving to the building.

Manager to look into contract termination clause with Shield Fire.

### **15. Higgins Maintenance Painting Contract**

Following review of the maintenance painting document, the Committee agreed that a contract be executed between the Corporation and Higgins coatings.

Contract available for review on Whittles Owners Portal.

### **16. Loan Funding - \$30,000**

It was agreed to draw down the final \$30,000 of the loan to allow for finishing Level 7 upgrades.

### **17. Level 7 One Off Clean - Onsite**

The Manager to seek quote from cleaning contractor for a 1 off deep clean of Level 7 following all of the upgrade works. The Committee to review for further instruction.

### **18. Owners Newsletter**

The Presiding Officer Karl Morris to finalize and distribute to all owners providing updates on all projects and defect liability claim.

### **19. Thermal Discomfort Update**

Awaiting approval from Lawyers to release reports.

## **20. Close Off Understairs In Basement Level Egress**

The Manager to have contractor attend and review requirements for closing off access to under stairs area in basement level. Similar barriers have been installed from car park up ramp to cage area.

### **21. Legal Fees Raised**

The Manager to provide update to Committee on legal fee levies raised and what has been spent over last 3 years.

### **22. BBQ Level 7 Cleaning Fee - \$150**

A cleaning fee is to be introduced for residents that do not leave the BBQ area clean and tidy after use. This will be reviewed by the Caretaker and the Manager.

### **NEXT MANAGEMENT COMMITTEE MEETING**

It was agreed that the next meeting will be held on a date and time to be advised.

### **CLOSURE**

The meeting closed at 8:40pm

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
02/02/16	<p>SA Water - The Corporation Manager advised that SA Water charges the Community Corporations for all water consumed. It is resolved: Owners will be responsible for payment of quarterly charges relating to the individual lots, and it was agreed that the Community Corporation would be responsible for payment of all water consumption charges relating to the property.</p> <p>Agreements - Following discussion it was unanimously agreed that the Corporation enter into and affix the Common Seal of the Corporation to, the following agreements in accordance with the attached resolution as at this date:</p> <p>1. Hybrid Hot Water and Gas Cook Top Network (HHWGCT)</p> <p>1.1 Community Corporation No. 40515 Inc. agrees to engage WIN energy to operate and maintain the Centralised Water Heating System and to manage the provision of Unmetered Gas Cook Top and Hot Water Services to Customers on the terms of the above mentioned agreement dated the 2nd day of June 2016.</p> <p>1.2 The Community Corporation is the owner of the Hot Water and Gas Cook Top Infrastructure where applicable and in accordance with the Community Titles Act.</p> <p>1.3 WIN energy Pty Ltd ABN 71 112 175 710 carries on the business of managing HHWGCT.</p> <p>1.4 The Community Corporation covenants with the WIN energy to observe and perform all the covenants, terms and conditions contained in the Agreement which are to be observed as per the Agreement on and from the Agreement date.</p> <p>1.5 WIN energy Pty Ltd will be responsible for meter reading which will be conducted on a quarterly basis.</p> <p>1.6 WIN energy Pty Ltd will also be responsible for ensuring meters are maintained.</p> <p>1.7 WIN energy Pty Ltd will be responsible for the maintenance and repair of the Hot Water Services.</p>



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
02/02/16 cont	<p>1.8 WIN energy P/L will be responsible for billing and recovery of charges in relation to GAS and HOT WATER consumed in generating Hot Water.</p> <p>1.9 WIN energy Pty Ltd will not be responsible for the maintenance and repair of the hot water reticulation system and cook tops or pipe work for the building.</p> <p>1.10 The Corporation remains responsible for any GAS and HOT WATER consumed on the common property.</p> <p>1.11 WIN energy Pty Ltd will at all times provide GAS at or below applicable market rate achievable through other independent suppliers.</p> <p>1.12 Term .In accordance with Schedule 1 of the Agreement the initial term is for a period of 10 years. Further extensions of the Agreement will be in accordance with clause 2.2 of Schedule 1.</p> <p>Embedded Networks (EN's)</p> <p>2.1 Community Corporation No. 40515 Inc. agrees to appoint WIN energy to manage the implemented embedded network as a part of their management function WIN energy is authorised to deliver the services on its behalf on the terms of the above mentioned agreement dated the 2nd day of June 2016.</p> <p>2.2 The Community Corporation is the owner of the power Infrastructure where applicable and in accordance with the Community Titles Act.</p> <p>2.3 WIN energy Pty Ltd ABN 71 112 175 710 carries on the business of managing the EN's.</p> <p>2.4 The Community Corporation covenants with the WIN energy to observe and perform all the covenants, terms and conditions contained in the Agreement which are to be observed as per the Agreement on and from the agreement date.</p> <p>2.5 WIN energy Pty Ltd will be responsible for meter reading which will be conducted on a monthly basis.</p>

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
02/02/16 cont	<p>2.6 WIN energy Pty Ltd will be responsible for ensuring meters are maintained</p> <p>2.7 WIN energy Pty Ltd will be responsible for billing and recovery of charges in relation to ELECTRICITY consumed by private users.</p> <p>2.8 The Corporation(s) remains responsible for all ELECTRICITY consumed on the common property.</p> <p>2.9 WIN energy Pty Ltd will at all times provide ELECTRICITY at or below applicable market rate achievable through other independent suppliers</p> <p>2.10 Term. In accordance with Schedule 1 of the Agreement the initial term is for a period of 10 years. Further extensions of the Agreement will be in accordance with clause 2.2 of Schedule 1.</p>
25.10.16 EGM	<p>Notice of Motion - Management Committee (Ordinary Resolution) That, it be resolved that the Management Committee of the Community Corporation as constituted or elected from time to time comprise a maximum of Seven (7) Members. <b>MOTION CARRIED</b></p>
24/8/17 Recon	<p><b>Amendment of By-Law 4.28 Wording change Rules to By-Laws (S/R)</b> It was agreed that By-Law 4.28 be amended from. 4.28 Except as otherwise provided in these rules, no deviation from this arrangement will be permitted. To 4.28 Except as otherwise provided in these By-Laws, no deviation from this arrangement will be permitted</p> <p><b>Amendment of By-Law 12.13 Prohibited Activities (Special Resolution)</b> It was agreed that By-Law 12.13 be amended from 12.13 consume nor permit persons under his or her control to consume alcohol or take glassware onto Common Property without the consent of the Corporation or the Managing Agent. To 12.13 consume or permit persons under his or her control to consume beverages or food or take glassware onto the Common Property, unless such beverages or food is to be consumed only on the Recreation Deck located on level 7.</p>

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
24/8/17 cont	<p>12.13.1 The consumption of beverages (excluding water) or food or the taking of glassware onto the Common Property Raised Pool Area located on level 7 is strictly prohibited.</p> <p><b>Installation of 2 NOVA HD Market Umbrellas(Special Resolution)</b> It was agreed to the installation of 2 NOVA HD Umbrellas on the Level 7 Recreation Deck in accordance with the quotation provided, subject to - That the installation is to be carried out by a qualified tradesman (Weathersafe) in a proper and workmanlike manner at the quoted price \$15895; The Committee will project manage this installation and investigate crane lifting requirements to see if savings can be made on the pricing.</p>
10/9/18 recon	<p><b>Amendment of By-Law 1 Definitions - Occupier and Guest (S/R)</b> It was agreed to amend the By-Law 1 Definitions for interpretations set out in Section 3 of the Community Titles Act. The definitions of the terms "Occupier" and "Guest" in the Corporation By-Laws be amended as follows: Occupier: As a tenant under a fixed term rental agreement or standard lease of not less than Two Months, unless as authorized by written permission by the Management Corporation as a short-term stay. Guest: Visitor, client or other person not named as Lot holder or Occupier who is visiting, meeting or staying with the Lot holder or Occupier or who is not residing at the Lot for more than two months.</p> <p><b>Amendment of By-Law 4.23 Prohibited Activities (S/R)</b> It was agreed that By-Law 4.23 which outlines the prohibited activities on the Community Parcel be amended from: 4.23 Without the prior written consent of either the Corporation or the Managing Agent, and other than on a Commercial Lot, have a party or event for more than 20 people in their and/or the Common Property. The Owner or Occupier acknowledges that if the Corporation or the Managing Agent does provide its consent then the owner or Occupier will be responsible for all security costs, cleaning cost and other reasonable expenses incurred by the Corporation in relation to or in consequence of the party/event; To: 4.23 Without the prior written consent of either the Corporation or the Managing Agent, and other than on a Commercial Lot, have a party or event for more than 12 people in their Lot or 7 people on the Common Property at any one time. The Owner or Occupier acknowledges that if the Corporation or the Managing Agent does provide its consent then the owner or Occupier will be responsible for all security costs, cleaning cost and other reasonably expenses incurred by the Corporation in relation to or in consequence of the party/event.</p>

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
10/9/18 cont	<p><b>Amendment of By-Law 22 Restriction on Leasing in accordance with Section 37(2) of the Act (S/R)</b></p> <p>It was agreed that By-Law 22 on Leasing be amended from:</p> <p>22. Where a Lot holder leases a Lot, the Lot holder must inform the Corporation of the identity of the lessee and the essential terms and conditions of the Lease. A lot holder must not lease his or her Lot for Commercial purposes and must, at its own cost and expense, effect all insurance policies as may be reasonably required as a result of the Lot Holder leasing the Lot.</p> <p>To:</p> <p>22.1 Where a Lot holder leases a Lot, the Lot holder must:</p> <p>(a) Inform the Corporation of the identity of the lessee and the essential terms and conditions of the lease;</p> <p>(b) Provide a copy of these By-Laws to the relevant lessee and ensure that the lessee is bound, via the terms of the lease, to comply with these By-Laws.</p> <p>22.2 A Lot Holder or Occupier must not lease his or her Lot for Commercial Purposes.</p> <p>22.3 The Corporation must keep confidential at all times any information it receives pursuant to this By- Law about any lessee or Occupier of a Lot, including the terms of any lease between a Lot holder and its lessee or Occupier.</p> <p>22.4 A Lot holder or Occupier must not without the Corporation's written authorisation lease the Lot or part thereof, or grant a right of occupation in respect of the Lot or part thereof for valuable consideration for a period of less than two months.</p> <p><b>Amendment of By-Law 40.9 Recreation Area (S/R)</b></p> <p>It was agreed that By-Law 40.9 be amended from</p> <p>40.9 A lot holder or Occupier of a Lot must not do anything that will prejudice the use of the Recreation Area by the owners and/or Occupiers of Residential Lots between the hours specified below subject to any temporary closures for cleaning, maintenance, repairs or other necessary works.</p> <p>Gymnasium: 6 am to 10 pm daily Swimming Pool: 7 am to 9 pm daily Deck and BBQ area: 7 am to 10 am daily</p> <p>To:</p> <p>40.9 A lot holder or Occupier of a Lot must not do anything that will prejudice the use of the Recreation Area by the owners and/or Occupiers of Residential Lots between the hours specified below subject to any temporary closures for cleaning, maintenance, repairs or other necessary works.</p>

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
10/9/18 cont	<p>Gymnasium: 6 am to 10 pm daily Swimming Pool: 6 am to 10 pm daily Deck and BBQ area: 6 am to 10 pm daily</p> <p><b>Amendment to By-Law 21.1 Pets and Animals (Special Resolution)</b> It was agreed that By-Law 21.1 be amended from 21.1 A Lot holder or Occupier may keep a small household animal in his or her Lot without the consent of the Corporation provided always that the Lot holder or Occupier must:</p> <ul style="list-style-type: none"><li>(a) Do all things as is reasonably necessary to care and provide for the animal;</li><li>(b) Keep the animal under control at all times and minimize any noise made by the animal; and</li><li>(c) must comply with all statutory requirements and regulations in respect of the animal.</li></ul> <p>To:</p> <p>A Lot holder or Occupier may keep a small household animal in his or her Lot without the consent of the Corporation provided always that the Lot holder or Occupier must:</p> <ul style="list-style-type: none"><li>(a) Do all things as is reasonably necessary to care and provide for the animal;</li><li>(b) Keep the animal under control at all times and minimize any noise made by the animal;</li><li>(c) must comply with all statutory requirements and regulations in respect of the animal;</li><li>(d) A Lot holder or Occupier is not permitted to take any pets or animals under their control onto any part or section of the Level 7 Recreation level (except those pursuant to By-Law 25.5) or leave any pet or animal under their control unattended or tethered on any part of the Community Parcel.</li></ul> <p><b>Amendment to By-Law 31 Window Coverings (Special Resolution)</b> It was agreed that By-Law 31 be amended from 31.1 A Lot holder or occupier may install window furnishings to the interior of any windows in accordance with any one of the following two (2) specifications without the need to obtain the consent of the Corporation:</p> <ul style="list-style-type: none"><li>(a) Sunscreen Roller Blind Manual, chain operated or motorised in the same or similar colour as the window coverings installed in its Lot by the Developer.</li><li>(b) Blackout Roller Blinds Manual chain operated or motorised in the same or similar colour as the window coverings installed in its Lot by the Developer.</li></ul> <p>To:</p>

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
10/9/18 cont	<p>31.1 A Lot holder or occupier may install window furnishings to the interior of any windows in accordance with any of the following three (3) specifications without the need to obtain the consent of the Corporation:</p> <p>(a) Sunscreen Roller Blind Manual, chain operated or motorised in the same or similar colour as the window coverings installed in its Lot by the Developer.</p> <p>(b) Blackout Roller Blinds Manual chain operated or motorised in the same or similar colour as the window coverings installed in its Lot by the Developer.</p> <p>(c) Manual operated or motorised curtains in the same or similar colour as the blinds installed by the Developer. Particularly the back (or that which faces out) must be full block-out material and the same or similar colour as the existing blinds.</p>

The curtain/s must be invisible from outside. The curtains when closed must only be done so when the blind is down. The curtain/s when drawn or open, must be hidden behind a blind or where possible a full block-out window

**17. Spend Limit Approval Into Heat Investigation - Legal Expenses(Ordinary Resolution)**

That the Body Corporate approve a spend limit of up to \$50,000 for the Committee to continue investigations into heat related issues inside of apartments, with the services of appropriately qualified legal representative and related authorities.

**MOTION CARRIED**

**18. Spend Limit Approval Into Heat Investigation - Reports (Ordinary Resolution)**

That the Body Corporate approve a spend limit of up to \$60,000 for the Committee to continue investigations into heat related issues inside of apartments, with the services of appropriately qualified engineering and related authorities.

**MOTION CARRIED**

**19. Level 7 Upgrade to Proceed - Vue BBQ & Bench Installation (Special Resolution)**

That the Body Corporate approve the concept plans and quote as submitted by Oxigen and Iguana Creative. Cost \$31960 + gst.

The installation is to be carried out by a qualified tradesman in a proper and workmanlike manner and paid from the Level 7 upgrade fund.

**YES - 40 / NO - 14 / ABSTAIN - 6**

**MOTION CARRIED**

**20. Level 7 Upgrade to Proceed - Vue Level 7 Garden Project Stage**  
**1 (Special Resolution)**

That the Body Corporate approve the concept plans and quote as submitted by Oxigen and Elton Landscapes. Cost \$33801.97 + gst.

The installation is to be carried out by a qualified tradesman in a proper and workmanlike manner and paid from the Level 7 upgrade fund.

**YES - 36 / NO - 18 / ABSTAIN - 6**

**MOTION CARRIED**

**21. Level 7 Upgrade to Proceed - Vue Level 7 Garden Project Stage**  
**2 (Special Resolution)**

That the Body Corporate approve the concept plans as submitted by Oxigen and Elton Landscapes. Cost \$60000 + gst. Works to be actioned in Q2,2020.

The installation is to be carried out by a qualified tradesman in a proper and workmanlike manner and paid from the Level 7 upgrade fund.

**YES - 35 / NO - 18 / ABSTAIN - 7**

**MOTION CARRIED**

**22. Electric Vehicle Charging Stations - Owners of 808 (Special Resolution)**

That the Body Corporate grant approval for owners of Lot 808 and their successors to install an electric vehicle charger on the column next to their carpark.

No costs will be incurred by the Corporation, and electricity used for charging is metered and charged to the owners or residents of Lot 808.

The installation is to be carried out by Gelco in a proper and workmanlike manner as per submitted proposal and all reasonable steps to minimise noise, and / or inconvenience to other residents will be under-taken, and work will be carried out at a time frame approved by the committee.

The owner of Lot 808 and their successors agree that a condition of being granted permission for this installation is as follows:

If in the future, it is identified that the Common property requires an electricity feed for whatever reason, and it is identified that Lot 808 has use of, or partly restricted the use of, the sole remaining supply outlet, and this restricts what is required or needed by the Corporation; the owners of Lot 808 and their successors will be responsible for all costs associated with returning this supply to its original capacity in a timely manner or forfeit the supply in use until it is returned to the control of the Corporation and be responsible for any costs incurred by the corporation in reinstating this supply.

**YES - 45 / NO - 4 / ABSTAIN - 11**

**MOTION CARRIED**

**Motion 23. Electric Vehicle Charging Stations - Owners of 2504 (Special Resolution)**

That the Body Corporate grant approval for owners of Lot 2504 and their successors to install an electric vehicle charger on the column next to their

carpark.

No costs will be incurred by the Corporation, and electricity used for charging is metered and charged to the owners or residents of Lot 2504.

The installation is to be carried out by a qualified trades person in a proper and workmanlike manner as per submitted proposal and all reasonable steps to minimise noise, and / or inconvenience to other residents will be undertaken, and work will be carried out at a time frame approved by the committee.

The owner of Lot 2504 and their successors agree that a condition of being granted permission for this installation is as follows:

If in the future, it is identified that the Common property requires an electricity feed for whatever reason, and it is identified that Lot 2504 has use of, or partly restricted the use of, the sole remaining supply outlet, and this restricts what is required or needed by the Corporation; the owners of Lot 2504 and their successors will be responsible for all costs associated with returning this supply to its original capacity in a timely manner or forfeit the supply in use until it is returned to the control of the Corporation and be responsible for any costs incurred by the corporation in reinstating this supply.

**YES - 46 / NO - 3 / ABSTAIN - 11**

**MOTION CARRIED**

AGM 04/09/2019

**Motion 24. Balcony External Blinds (Special Resolution)**

Application to permit the installation of External Blinds subject to the following conditions;

- Blind type: Zipscreen Outdoor Blinds with 1% or 5% Openness Mesh Fabric
- Height of blinds: Floor to Ceiling (Approx 2.8m)
- Colour of Head Box: to match existing Wall Colour (Jasper)
- Colour of tracks: Powder Coated to match Wall Colour (Jasper)
- There are to be no joins in the Fabric.
- Blinds will glide Up and Down Aluminium Zipscreen Tracks.
- if motorised - Bottom Bar to Be Weighted.
- Fully Enclosed 120mm Head Box.
- There are to be no ropes or pulleys, no buckles, no straps, no flaps.
- The blinds are to be motorised or spring operated.
- The Fabric MUST be Black. Recommended Outlook Mode Blackstone 5% and
- The blinds must be rolled up when not in use.
- Lot owners installing blinds and their successors agree to indemnify the Body Corporate from any claims what-so-ever that may ensue as a result of the installation of blinds.
- All costs associated with the installation and maintenance of blinds must be borne by the Lot owner and their successors.
- All blinds are to be installed to Australian Standards by Accredited installers
- Stan Bond SA Pty Ltd are the preferred Manufacturers & Installers
- All subject to Adelaide City Council approval for alteration to Development Application.

**YES - 39 / NO - 17 / ABSTAIN - 4**



**MOTION CARRIED**

**Motion 25. Installation of Car Park Entry Boom Gate (Special Resolution)**

Application to permit the installation of a car park barrier arm as per the submission from Automatic Solutions subject to the following conditions.

The installation is to be carried out by a qualified contractor in a proper and workmanlike manner.

**MOTION WITHDRAWN**

*Note: Committee provided the reasoning behind seeking approval to install a boom gate.*

*However, following a lengthy discussion with the owners present; the Management Committee chose to remove the motion prior to any votes being recorded.*

*The newly elected Committee is to continue monitoring issues related to car parking at the complex; and where necessary, revisit/consider other security measures.*

**Motion 26. Amendment / Addition of By-Law Part 3 - 4.26(a) (Special Resolution)**

That By-Law 4 be amended, with the addition of 4.26(a)

**4. Prohibited Activities**

A Person bound by these By-Laws must not on the Community Parcel

4.26(a) interfere with, remove, or tamper with any directional or instructional signage posted on the Community Parcel by the Corporation, their representative or any relevant Government authority.

**YES - 52 / NO - 1 / ABSTAIN - 7**

**MOTION CARRIED**

**Motion 27. Amendment / Addition of By-Law Part 3 - 6.1(a) (Special Resolution)**

That By-Law 6 be amended, with the addition of 6.1(a)

**6. Disposal Of Garbage**

6.1(a) A person bound by these by-laws who creates a mess or spill deemed inappropriate or offensive by other residents or the Corporation on Common Property, including but not limited to ; lifts, car parking levels, loading dock, lobbies and level 7, must take all practicable steps to make good the spill or mess in order to leave the area in the original condition themselves, or contact the Managing Agent or cleaning staff to clean the area as soon as possible.

**YES - 53 / NO - 2 / ABSTAIN - 5**

**MOTION CARRIED**

**Motion 28. Amendment / Addition of By-Law Part 4 - 12.15 (Special Resolution)**

That By-Law 12 be amended, with the addition of 12.15

A person shall not undertake any of the following activities or do any of the following things on the Common Property.

12.15 remove any mail, or deliveries not addressed to, or without express permission of the addressee or lawful owner from any part of the Common Property including the mail room and lobby area.

**YES - 53 / NO - 1 / ABSTAIN- 6**  
**MOTION CARRIED**

**Motion 29. Amendment / Addition of By-Law Part 4 - 12.15(a)**  
**(Special Resolution)**

That By-Law 12 be amended, with the addition of 12.15(a)

A person shall not undertake any of the following activities or do any of the following things on the Common Property.

12.15(a) interfere with, remove or tamper with any storage facility, mail box, legally parked motor vehicle or belongings not specifically owned by them, whether in transit, storage or waiting collection.

**YES - 52 / NO - 1 / ABSTAIN - 7**  
**MOTION CARRIED**

19/05/20

**Suspension of Contributions due to COVID-19 pandemic**

The Body Corporate agreed to suspend Level 7 Special Levy Contributions for the Q1 2020/21 Financial year, Contributions were due 15/6/2020.

**Continued Level 7 Upgrade Contributions (Ordinary Resolution)**

The Corporation agreed that the Committee can suspend further Level 7 Special Levy Contributions at its discretion without the need for another General Meeting.

07/10/20

**Level 7 Upgrade Sinking Fund Levy**

That the Body Corporate approve to continue raising a levy with total contributions of \$23,864.00 (ex GST) per quarter for 24 months, ending May 2022.

Contributions will be raised in accordance with Lot Entitlement Values.

**MOTION CARRIED / 37 - YES / 16 - NO**

**Stage 3 & 4 Approval for Redevelopment of Level 7 Recreation Deck**  
**(Ordinary Resolution)**

That the Body Corporate approve to proceed with the stage 3 and 4 concept and redevelopment plans of the Level 7 Recreation Deck in line with the proposal from Oxigen and Elton Landscapes. It is anticipated this project will incur costs of around \$220,000.

To complete this project in a timely fashion, a short term loan will be entered into, refer Motion 15.

**MOTION CARRIED / 29 - YES / 21 - NO**

**Spend Limit Approval for Thermal Discomfort Investigation (Ordinary Resolution)**

That the Body Corporate approve a spend limit of up to \$100,000 for the Committee to continue investigations into Thermal Discomfort and related issues inside of

apartments, with the services of appropriately qualified engineering and related legal authorities.

If agreed, this will be funded by a Levy as and if required to a maximum of \$100,000. It is reflected in the Budget of quarterly payments of \$25,000.

**MOTION CARRIED / 39 - YES / 12 - NO**

**Amendment of By-Law 2.2(b) - Committee Spend Limit Approval (Special Resolution)**

That By-Law 2.2(b) which outlines the responsibilities and approval limit of the Committee be amended from:

The Corporation may appoint a Management Committee which shall be responsible to the Corporation for the administration, management and control of the Common Property, except with respect to matters concerning

(b) maintenance, upgrading or improvements to the Common Property where the item is to be considered exceeds \$10,000; and

To

(b) maintenance, upgrading or improvements to the Common Property where the item is to be considered exceeds \$30,000.

**MOTION CARRIED / 33 - YES / 16 - NO**

**Honorarium (Ordinary Resolution)**

That the Corporation approve to pay Committee Member, Karl Morris, owner of Unit 1110 an Honorarium of \$5,000 this financial year in recognition of his 5 years continued hard work and responsibility undertaken in his role.

**MOTION CARRIED / 30 - YES / 21 - NO**

30/08/21

**Security CCTV Upgrade (Special Resolution)**

It was agreed that the Body Corporate authorise the Committee to arrange security contractors to quote for upgrades to the current CCTV security system with additional cameras in Car park and Common property designated areas. Maximum spend limit of \$30,000.

21/08/23

No resolutions recorded

12/08/24 REC

**Retrospective Approval to erect Over-Bonnet Storage boxes in car park spaces (Special Resolution)**

It was resolved that the Body Corporate authorises All Owners to erect over-bonnet storage boxes their car park spaces.

The installation is to be carried out by a qualified tradesman in a proper and workmanlike manner at the Owners cost;

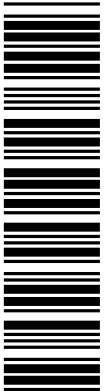
The Owners will be responsible for repairing any damage to the common property as a consequence of the installation;

The Owner must obtain the consent of the Local Authority or any other Authority having jurisdiction in respect of the matter, if required;

The Owner must maintain the improvement made under this authority in good condition;

All costs associated with the installation/removal and maintenance of the over-bonnet storage box will be borne by the Owner of that Lot and/or their successors.

**MOTION CARRIED**

PURPOSE:		PRIMARY COMMUNITY STRATA		AREA NAME:		ADELAIDE		APPROVED: STEVE ANDREWS 14/12/2016		<div></div> <div>C40515</div> <div>SUBSTITUTE SHEET SHEET 1 OF 31</div>	
MAP REF:		6628/41M, 6628/42J		COUNCIL:		THE CORPORATION OF THE CITY OF ADELAIDE		DEPOSITED: MARK MCNEIL 01/06/2016		55718_text_01_v10_Version_10	
LAST PLAN:		F59517		DEVELOPMENT NO:		020/C002/16/001/45225, 020/C033/16/001/47176					
AGENT DETAILS:		ALEXANDER & SYMONDS PTY LTD 1ST FLOOR 11 KING WILLIAM ST KENT TOWN SA 5067 PH: 81301666 FAX: 83620099		SURVEYORS CERTIFICATION:		I Noel Ratfe Gehren , 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 9th day of December 2016 Noel Ratfe Gehren Licensed Surveyor					
AGENT CODE:		ALSY									
REFERENCE:		A111413COM1(H)									
SUBJECT TITLE DETAILS:											
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER	
CT	5795	64		ALLOTMENT(S)	7	D	23156	ADELAIDE			
OTHER TITLES AFFECTED: CT 5520/156 , CT 6174/789 , CT 6174/790 , CT 6174/810 , CT 6174/812 , CT 6174/992											
EASEMENT DETAILS:											
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF			CREATION		
EXTINGUISH	5 IN D22151	SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	H		SEE ANNOTATIONS NO. 1					
EXISTING	COMMON PROPERTY	SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	F							
EXISTING	COMMON PROPERTY	LONG	EASEMENT(S)	G		DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)			RE 6438639		
EXISTING		SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	H		COMMON PROPERTY					
NEW	COMMON PROPERTY	SERVICE	EASEMENT(S) WITH LIMITATIONS	A(T/F)	FOR ELECTRICITY SUPPLY PURPOSES	DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)			223LG RPA		
ANNOTATIONS: 1. IN FAVOUR OF 1, 2, 101-104, 201-205, 301-305, 401-405, 601-603, 701-707 , 801-810, 901-910, 1001-1010, 1101-1110, 1201-1210, 1301-1310, 1401-1410, 1501-1510, 1601-1610, 1701-1710, 1801-1810, 1901-1910, 2001-2010, 2101-2110, 2201-2210, 2301-2310, 2401-2408, 2501-2508, 2601-2605. ENCROACHMENT OF CANOPIES EXIST OVER KING WILLIAM STREET AND HOLLAND STREET.											

C40515

SHEET 2 OF 31

55718\_pland\_1\_V02\_Version\_10

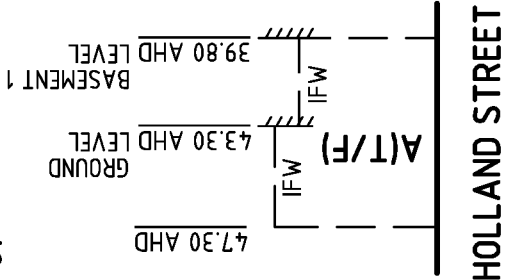
BEARING DATUM: ① - ② 175°07'4.0"  
DERIVATION: F59517 ADOPTED

LEGEND	
IFW	INSIDE FACE OF WALL

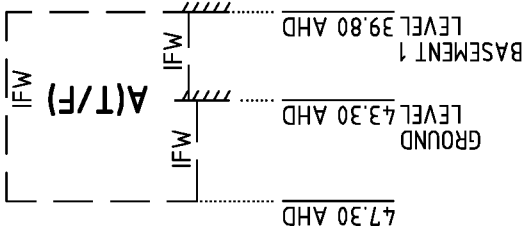
IDENTIFIER	DESCRIPTION
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EASEMENT LIMITATION(S) SCHEDULE

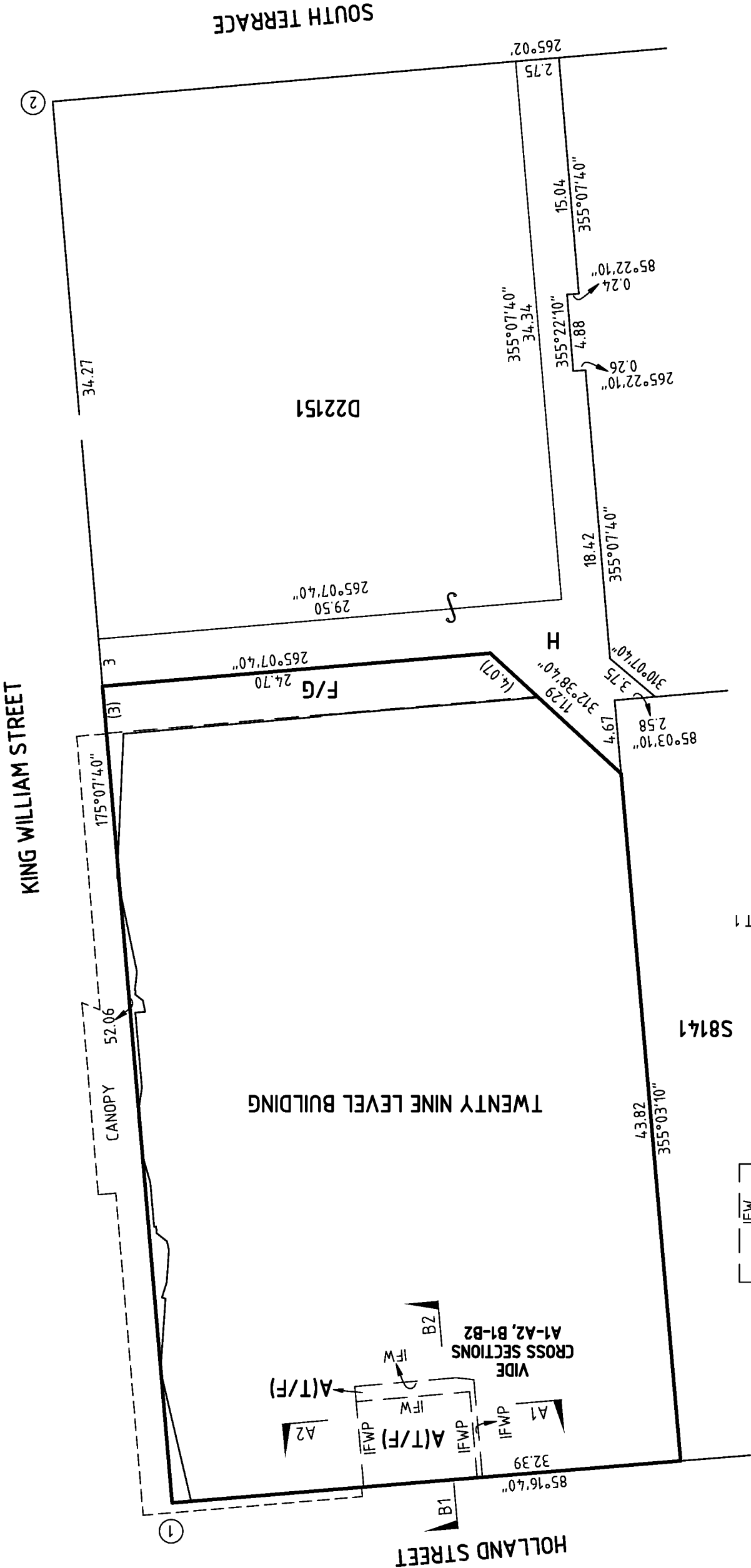
CROSS SECTION B1-B2



CROSS SECTION A1-A2



SITE PLAN



Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN  
P.O. BOX 1000 KENT TOWN 5071  
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988  
REFERENCE A1114,13COM11H  
JG 19/05/2016

Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN  
P.O. BOX 1000 KENT TOWN 5071  
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988  
REFERENCE A111413COM1(H) A1  
JG 3/08/2016



C40515  
SHEET 3 OF 31

55718\_pland\_2\_V04\_Version\_10

THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS CAR PARK ARE EXISTING FLOOR LEVEL AND 2.5 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 2.5 METRES.  
BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS STORE ARE FENCE, UNLESS SHOWN OTHERWISE.

LEGEND

■

 DENOTES COLUMN

CCP COLUMN AND CENTRELINE PRODUCED

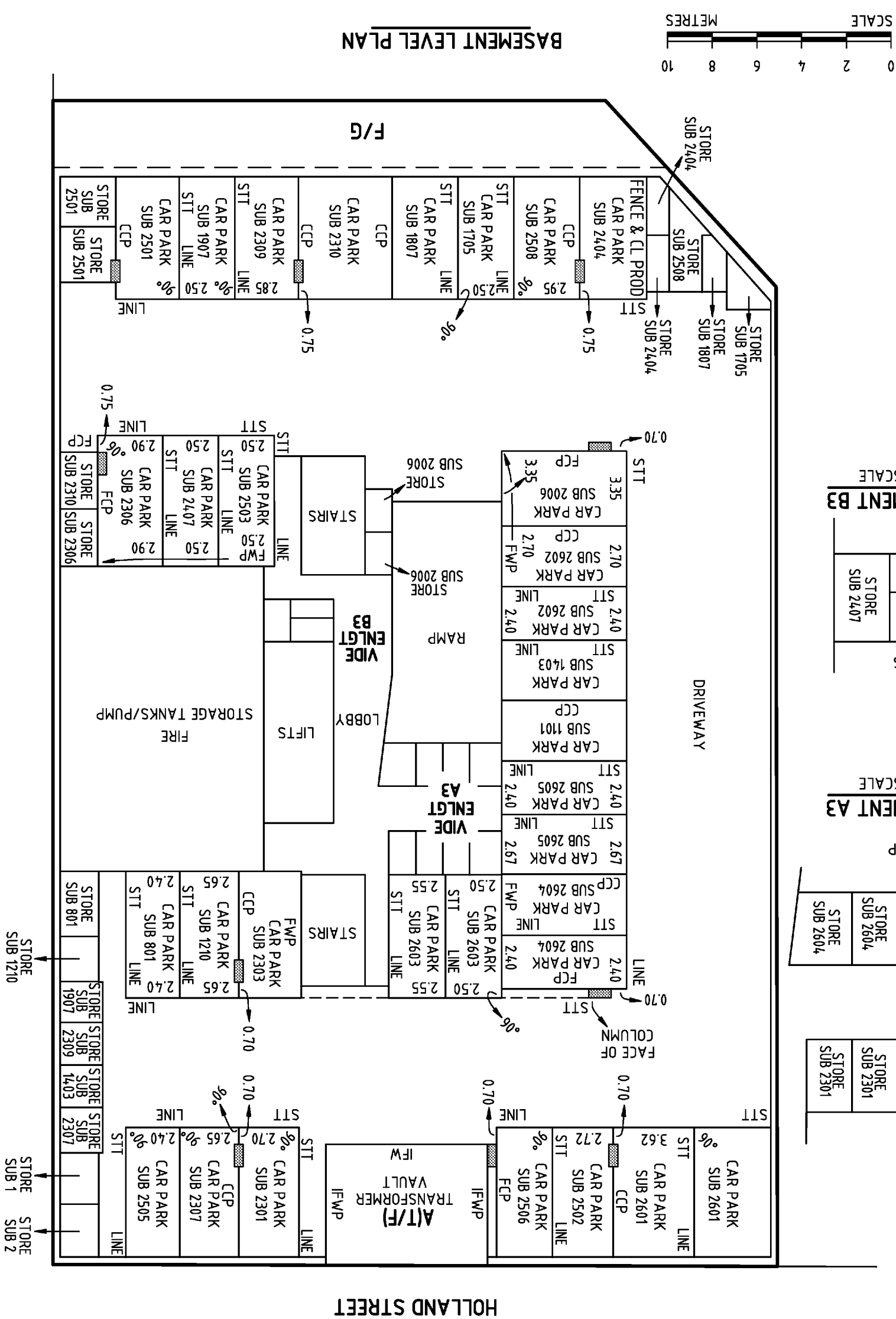
FCP FACE OF COLUMN AND LINE PRODUCED

IFWP FACE OF WALL AND LINE PRODUCED

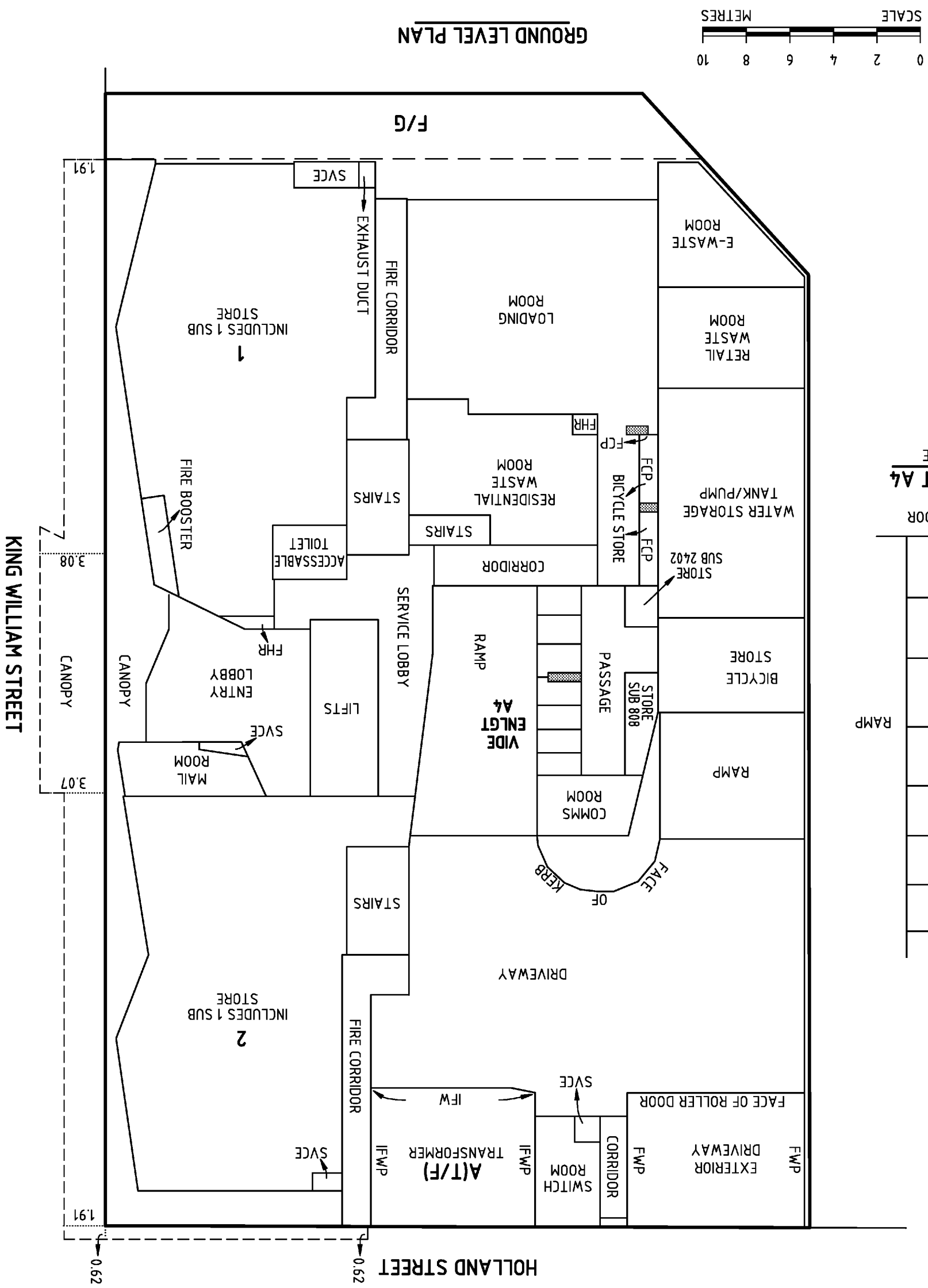
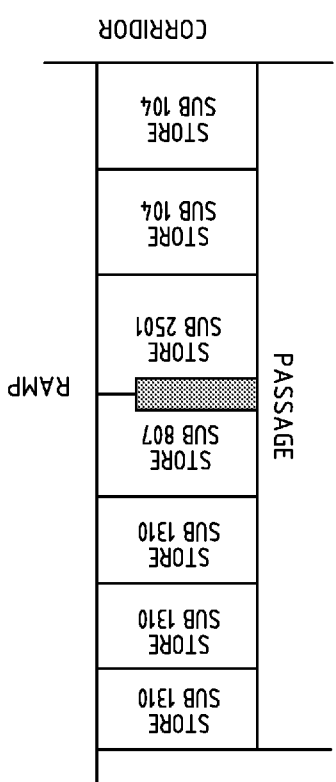
IFW INSIDE FACE OF WALL

SVCE SERVICES


STT STRAIGHT



NOT TO SCALE

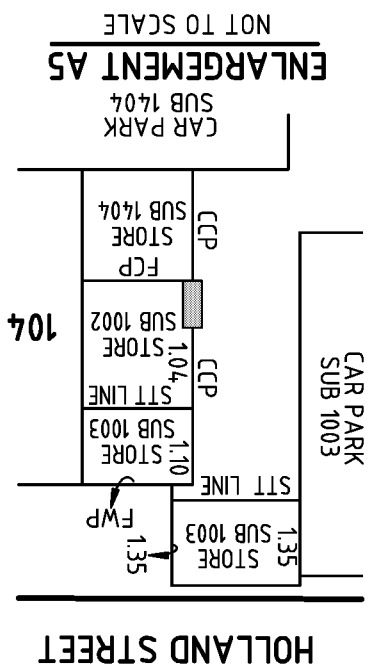


BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS  
STORE ARE FENCE, UNLESS SHOWN OTHERWISE.

LEGEND	
 DENOTES COLUMN	CCP COLUMN AND CENTRELINE PRODUCED FCP FACE OF COLUMN AND LINE PRODUCED FWP FACE OF WALL AND LINE PRODUCED FHR FIRE HOSE REEL SVCE SERVICES STT STRAIGHT



11 KING WILLIAM STREET, KENT TOWN P.O. BOX 1000 KENT TOWN 5071 Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988	
REFERENCE A1114.13COM11H)	
JG 19/05/2016	



55718\_pland\_4\_V02\_Version\_10

THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS CAR PARK ARE EXISTING FLOOR LEVEL AND 2.5 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 2.5 METRES.

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY FLOOR UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

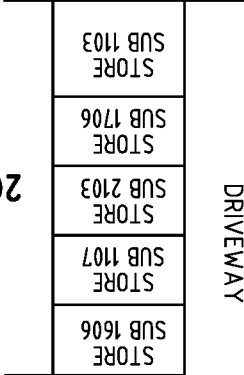
BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS STORE ARE FENCE, UNLESS SHOWN OTHERWISE.



ENLARGEMENT B6

NOT TO SCALE

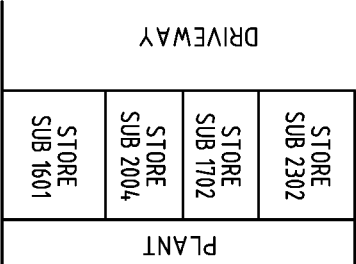
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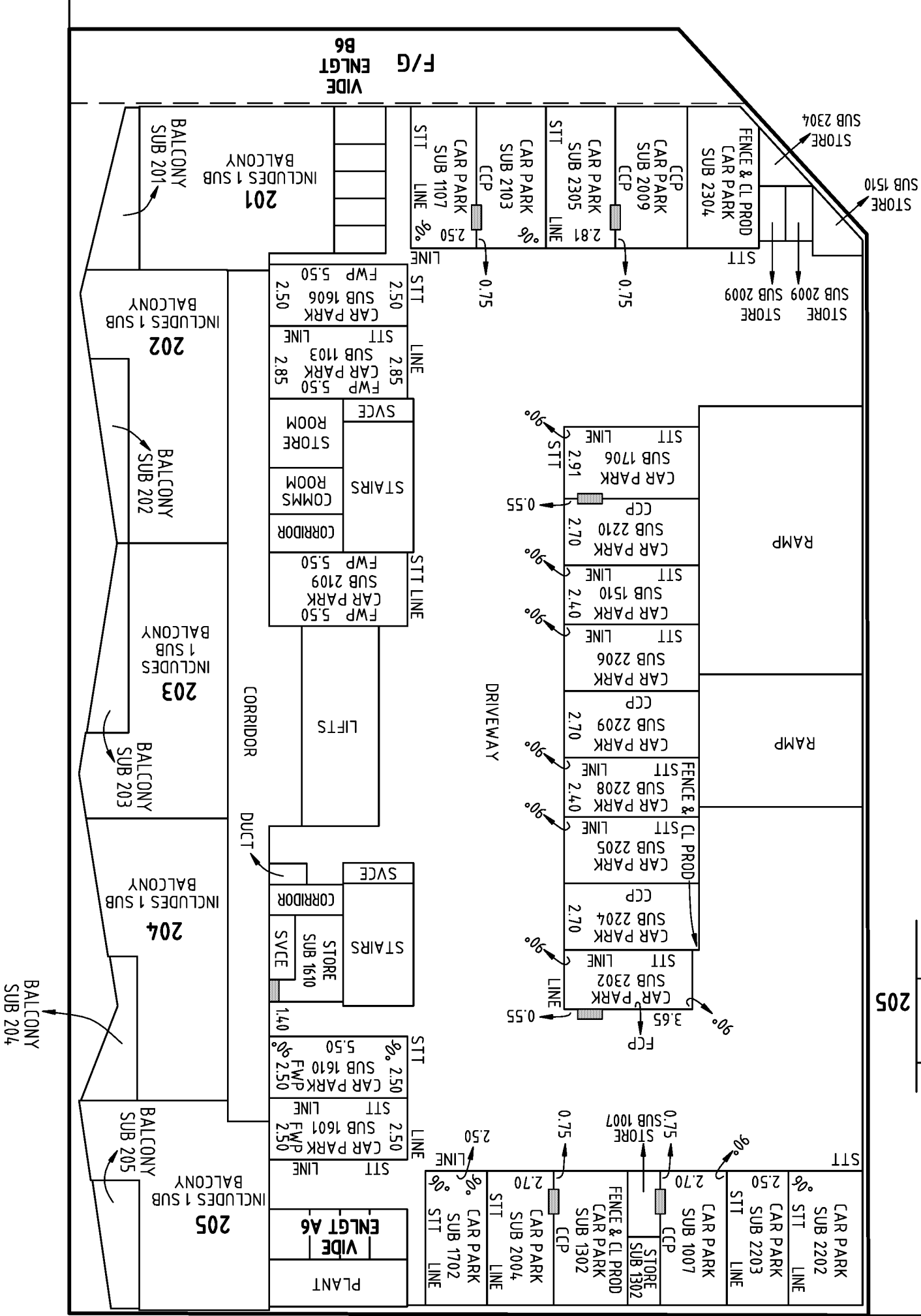
ENLARGEMENT A6

NOT TO SCALE

205



SECOND LEVEL PLAN



HOLLAND STREET

KING WILLIAM STREET

LEGEND	
	DENOTES COLUMN
	CCP COLUMN AND CENTRELINE PRODUCED
	FCP FACE OF COLUMN AND LINE PRODUCED
	FWP FACE OF WALL AND LINE PRODUCED
	SVCE SERVICES
	STT STRAIGHT

THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS CAR PARK ARE EXISTING FLOOR LEVEL AND 2.5 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 2.5 METRES.

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY FLOOR UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS STORE ARE FENCE, UNLESS SHOWN OTHERWISE.



ENLARGEMENT B7

NOT TO SCALE

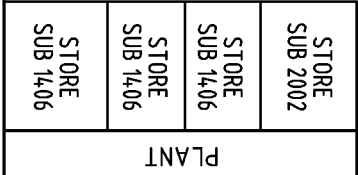
301



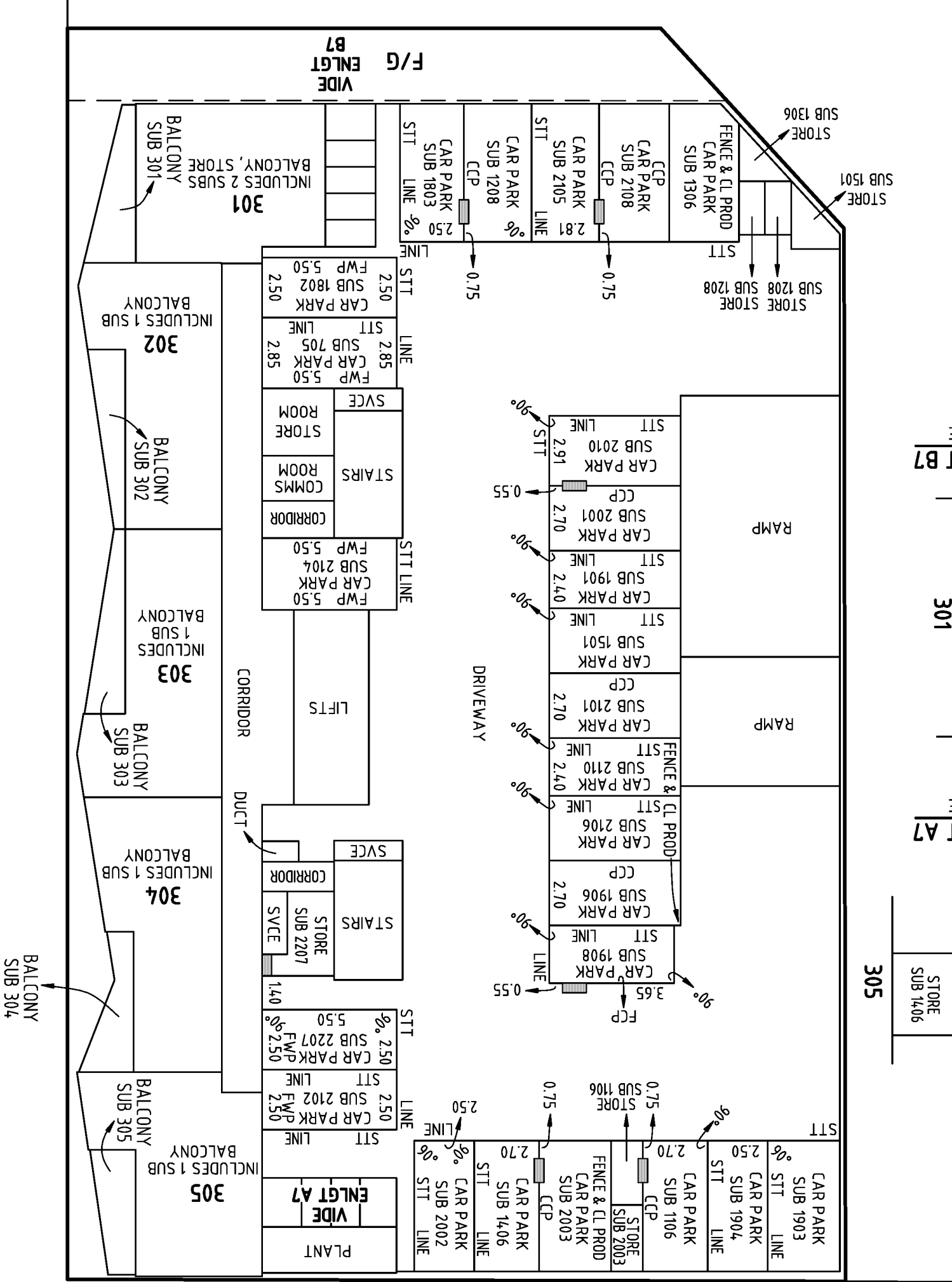
ENLARGEMENT A7

NOT TO SCALE

305



THIRD LEVEL PLAN



HOLLAND STREET

KING WILLIAM STREET

LEGEND	
	DENOTES COLUMN
CCP	COLUMN AND CENTRELINE PRODUCED
FCP	FACE OF COLUMN AND LINE PRODUCED
FWP	FACE OF WALL AND LINE PRODUCED
SVCE	SERVICES
STT	STRAIGHT

THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS CAR PARK ARE EXISTING FLOOR LEVEL AND 2.5 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 2.5 METRES.

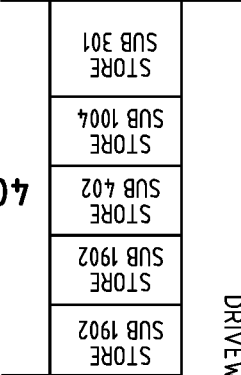
THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY FLOOR UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS STORE ARE FENCE, UNLESS SHOWN OTHERWISE.



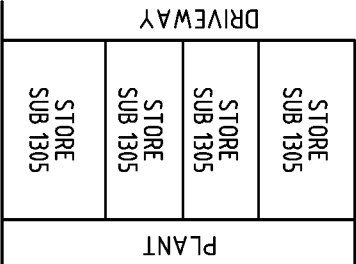
ENLARGEMENT B8

NOT TO SCALE

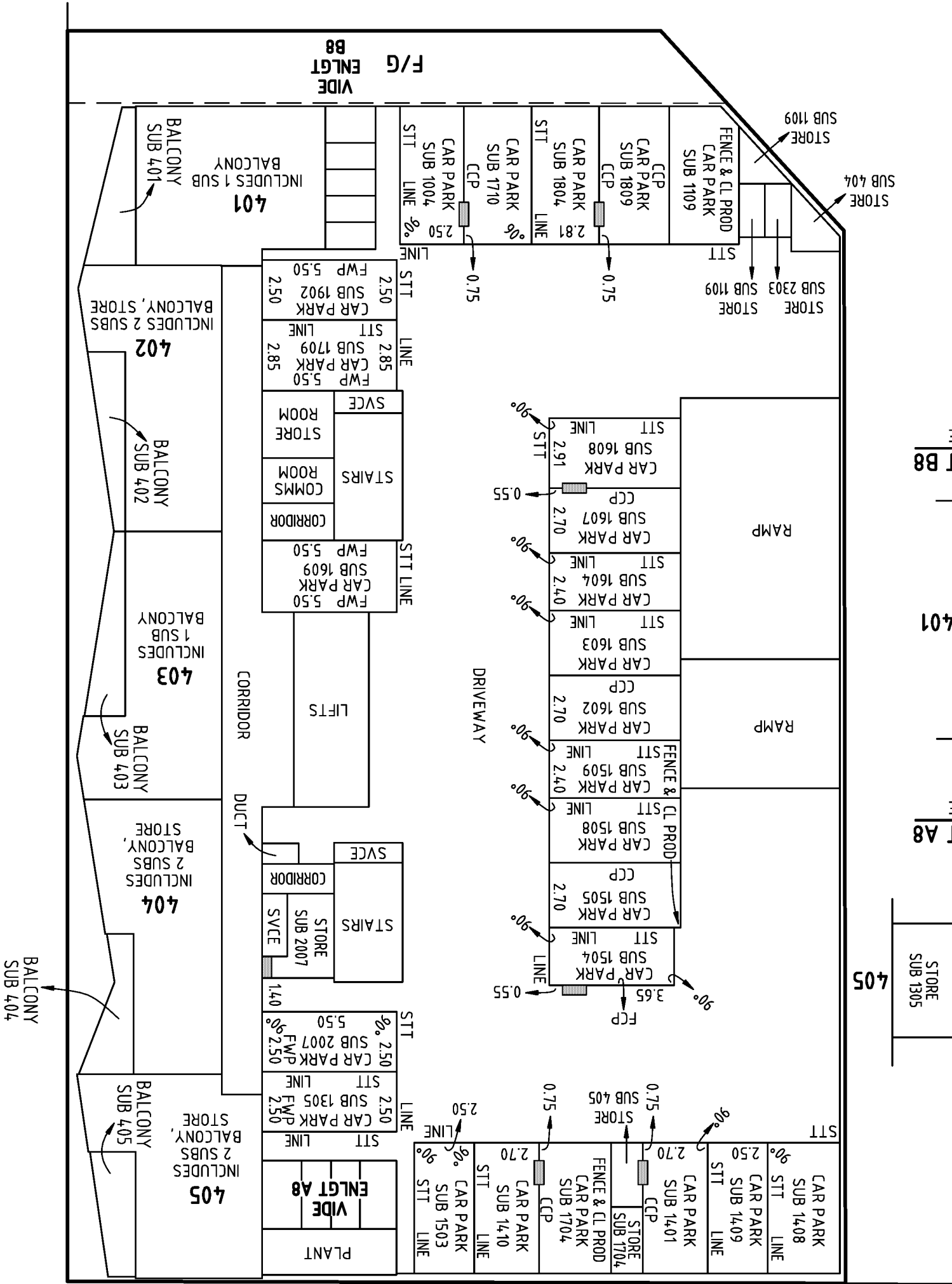


ENLARGEMENT A8

NOT TO SCALE



FOURTH LEVEL PLAN



LEGEND

	DENOTES COLUMN
	CCP
	FCP
	FWP
	SVCE
	STT
	STRAIGHT

THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS CAR PARK ARE EXISTING FLOOR LEVEL AND 2.5 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 2.5 METRES.

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY FLOOR UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS STORE ARE FENCE, UNLESS SHOWN OTHERWISE.





THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS 2.5 METRES ABOVE THE EXISTING FLOOR LEVEL AND 2.5 METRES LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 2.5 METRES.

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

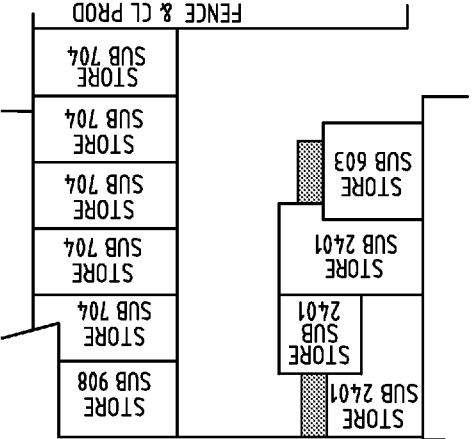
BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS STORE ARE FENCE, UNLESS SHOWN OTHERWISE.

LEGEND	
	DENOTES COLUMN
CCP	COLUMN AND CENTRELINE PRODUCED
FCP	FACE OF COLUMN AND LINE PRODUCED
FWP	FACE OF WALL AND LINE PRODUCED
SVCE	SERVICES
STT	STRAIGHT

HOLLAND STREET

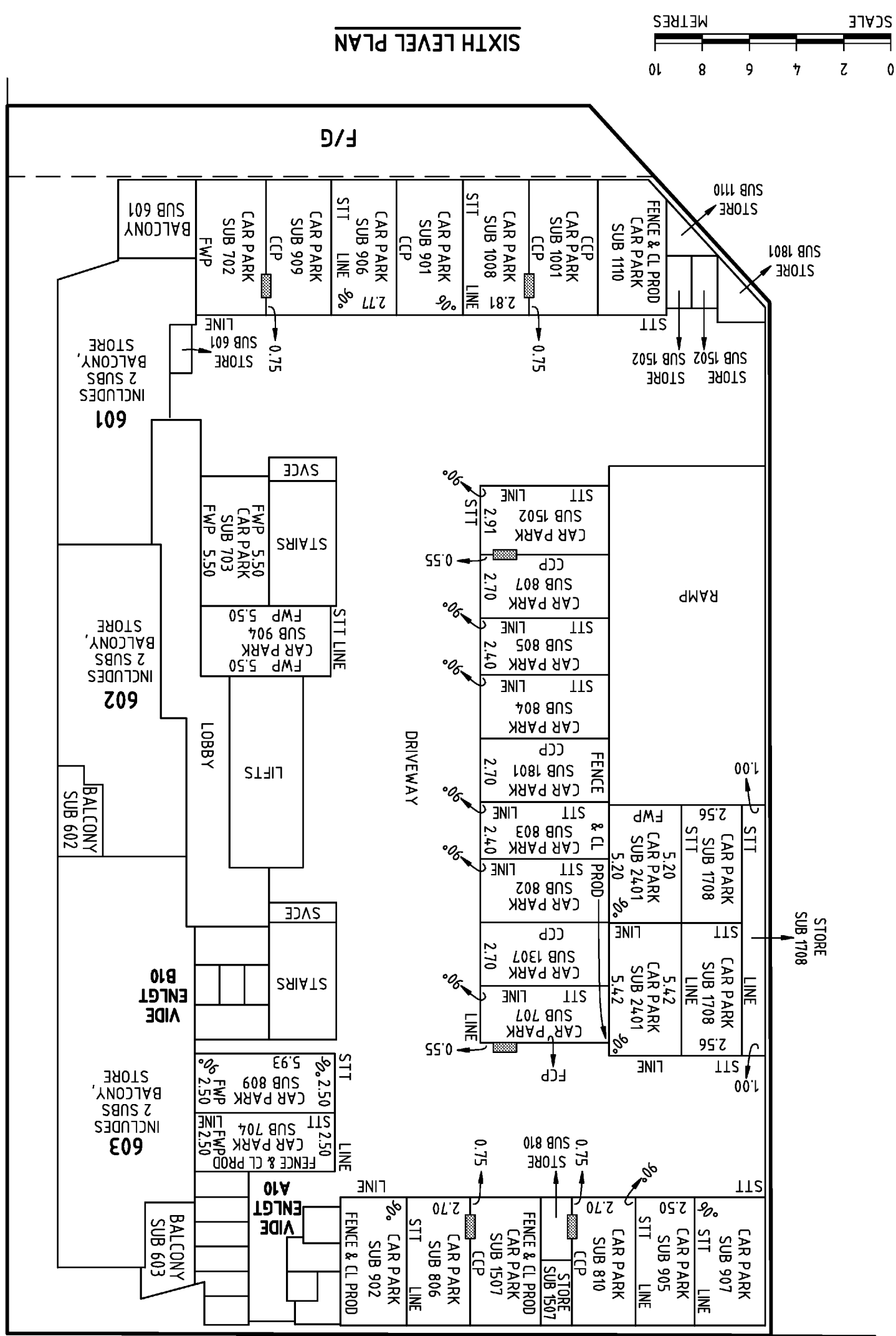
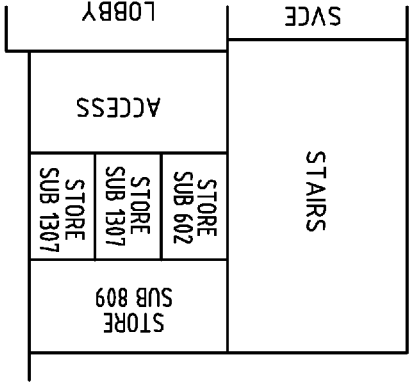
ENLARGEMENT A10

NOT TO SCALE



ENLARGEMENT B10

NOT TO SCALE



SIXTH LEVEL PLAN



Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN  
P.O. BOX 1000 KENT TOWN 5071  
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988  
REFERENCE A111413COM11H  
JG 19/05/2016



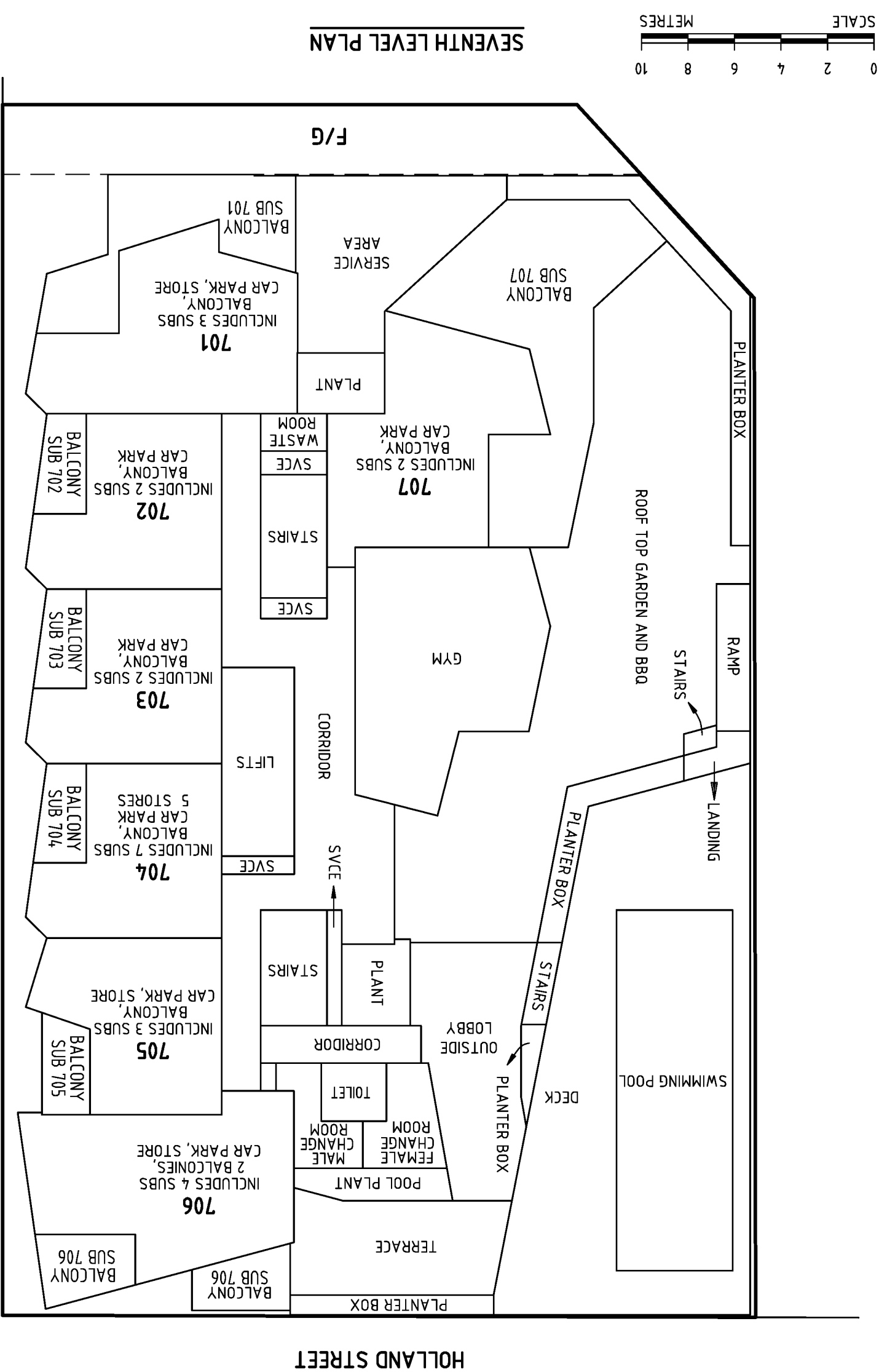
C40515

SHEET 11 OF 31

55718\_pland\_10\_V02\_Version\_10

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS  
BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE  
TO THE UNDERSIDE OF OVERHANGING STRUCTURES  
BELOW 2.8 METRES.

LEGEND	
SVCE	SERVICES



SEVENTH LEVEL PLAN

KING WILLIAM STREET

HOLLAND STREET

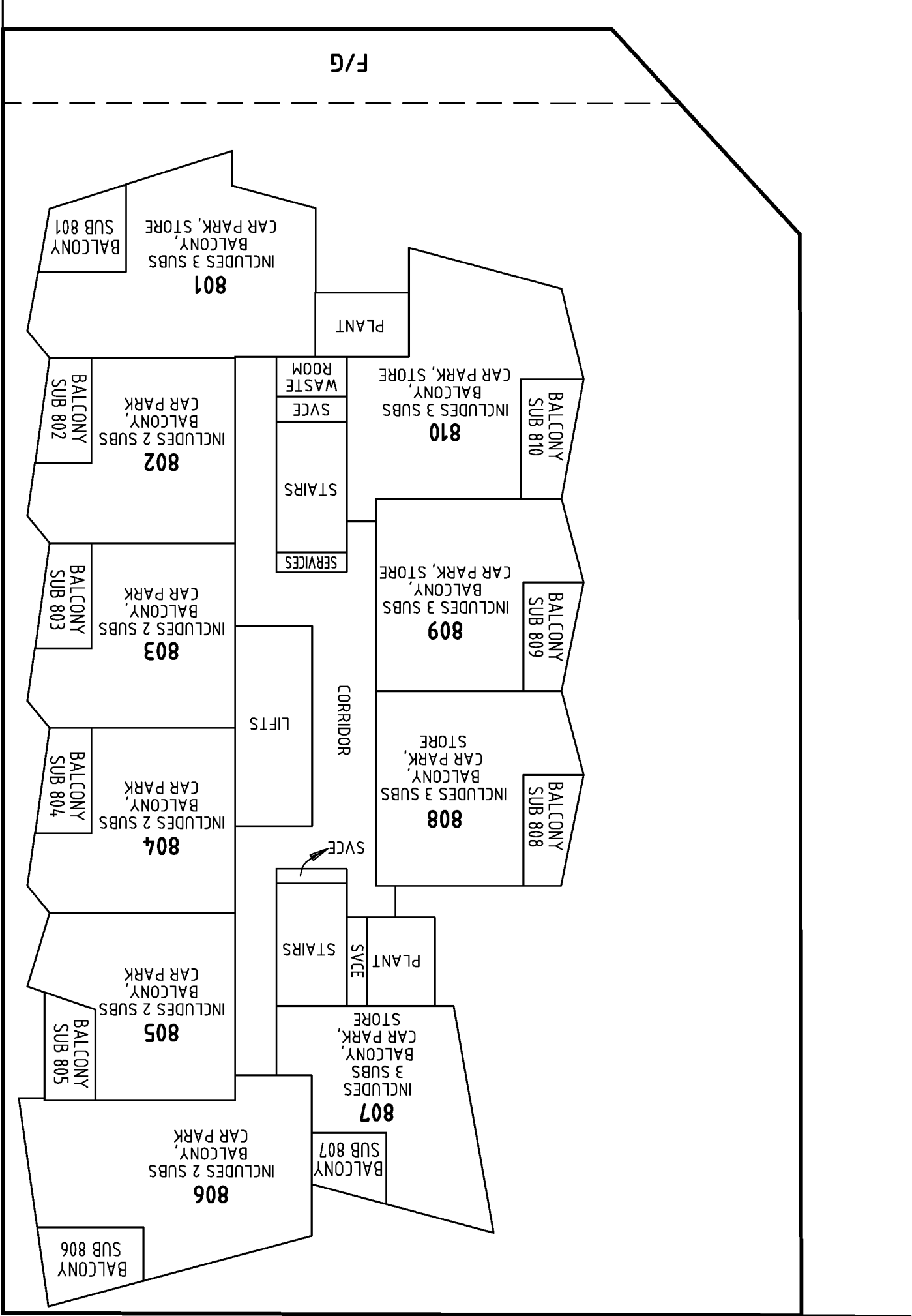


THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS  
BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE  
OF THE BALCONY FLOOR UNLESS LIMITED IN HEIGHT  
TO THE UNDERSIDE OF OVERHANGING STRUCTURES  
BELOW 2.8 METRES.

LEGEND	
SVCE	SERVICES



EIGHTH LEVEL PLAN



KING WILLIAM STREET

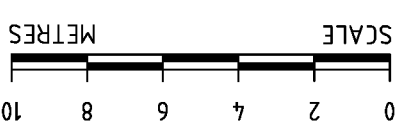
HOLLAND STREET





THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS  
BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE  
OF THE BALCONY FLOOR UNLESS LIMITED IN HEIGHT  
TO THE UNDERSIDE OF OVERHANGING STRUCTURES  
BELOW 2.8 METRES.

LEGEND	
SVCE	SERVICES



NINTH LEVEL PLAN

F/G

KING WILLIAM STREET

HOLLAND STREET

Alexander & Symonds Pty.Ltd.

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P.O. BOX 1000 KENT TOWN 5071  
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988  
REFERENCE A111413COM1(H)



C40515

SHEET 14 OF 31

55718\_pland\_13\_V02\_Version\_10

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS  
OF THE BALCONY FLOOR UNLESS LIMITED IN HEIGHT  
TO THE UNDERSIDE OF OVERHANGING STRUCTURES  
BELOW 2.8 METRES.

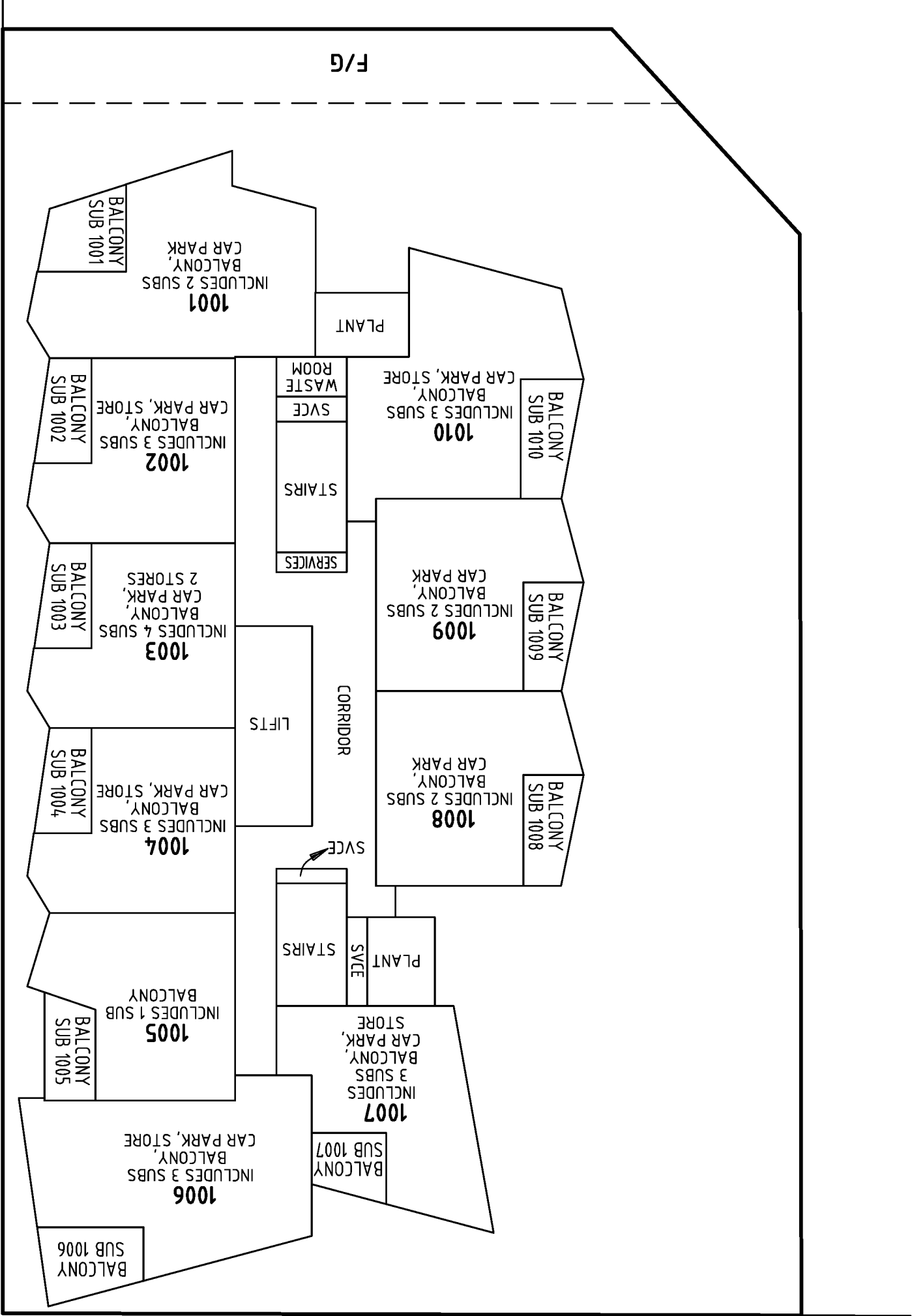
LEGEND	
SVCE	SERVICES



TENTH LEVEL PLAN

KING WILLIAM STREET

HOLLAND STREET



Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN  
P.O. BOX 1000 KENT TOWN 5071  
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988  
REFERENCE A111413COM11H

JG 19/05/2016



C40515

SHEET 15 OF 31

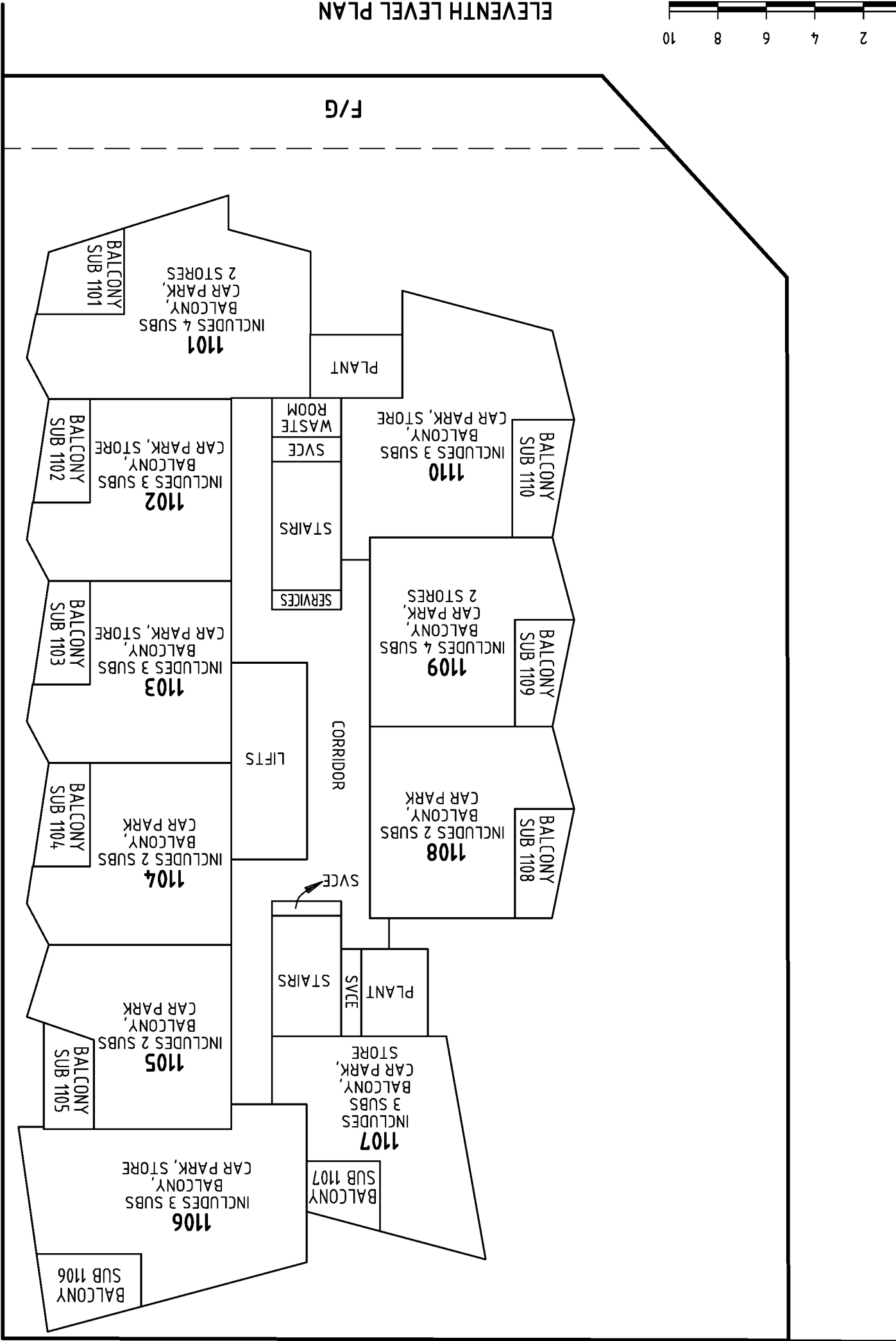
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THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS  
BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE  
OF THE BALCONY FLOOR UNLESS LIMITED IN HEIGHT  
TO THE UNDERSIDE OF OVERHANGING STRUCTURES  
BELOW 2.8 METRES.

LEGEND	
SVCE	SERVICES



ELEVENTH LEVEL PLAN



HOLLAND STREET

KING WILLIAM STREET



THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS  
BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE  
OF THE BALCONY FLOOR UNLESS LIMITED IN HEIGHT  
TO THE UNDERSIDE OF OVERHANGING STRUCTURES  
BELOW 2.8 METRES.

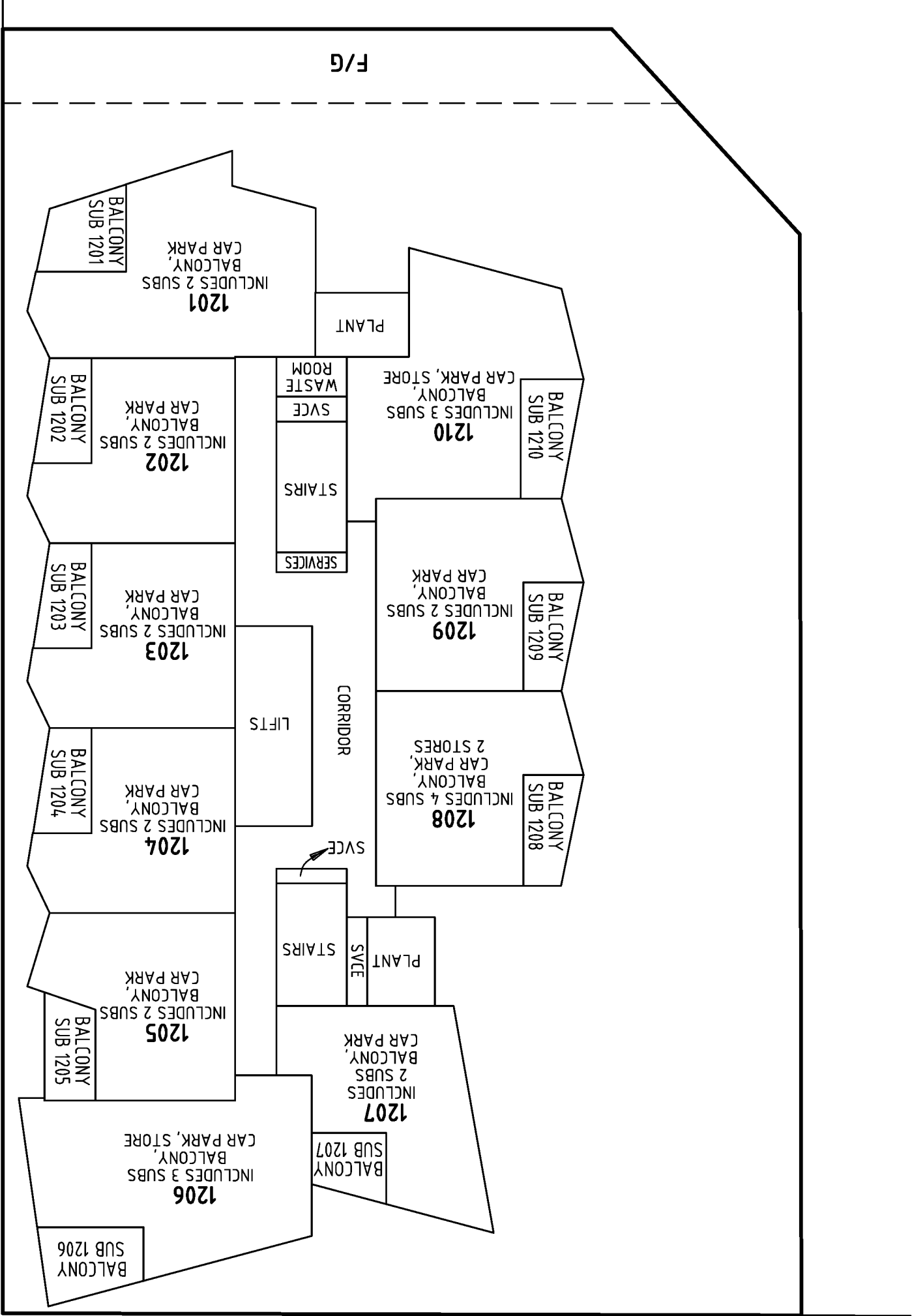
LEGEND	
SVCE	SERVICES



TWELFTH LEVEL PLAN

KING WILLIAM STREET

HOLLAND STREET



Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN  
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REFERENCE A111413COM11H

JG 19/05/2016



C40515

SHEET 17 OF 31

55718\_pland\_16\_V02\_Version\_10

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS  
BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE  
OF THE BALCONY FLOOR UNLESS LIMITED IN HEIGHT  
TO THE UNDERSIDE OF OVERHANGING STRUCTURES  
BELOW 2.8 METRES.

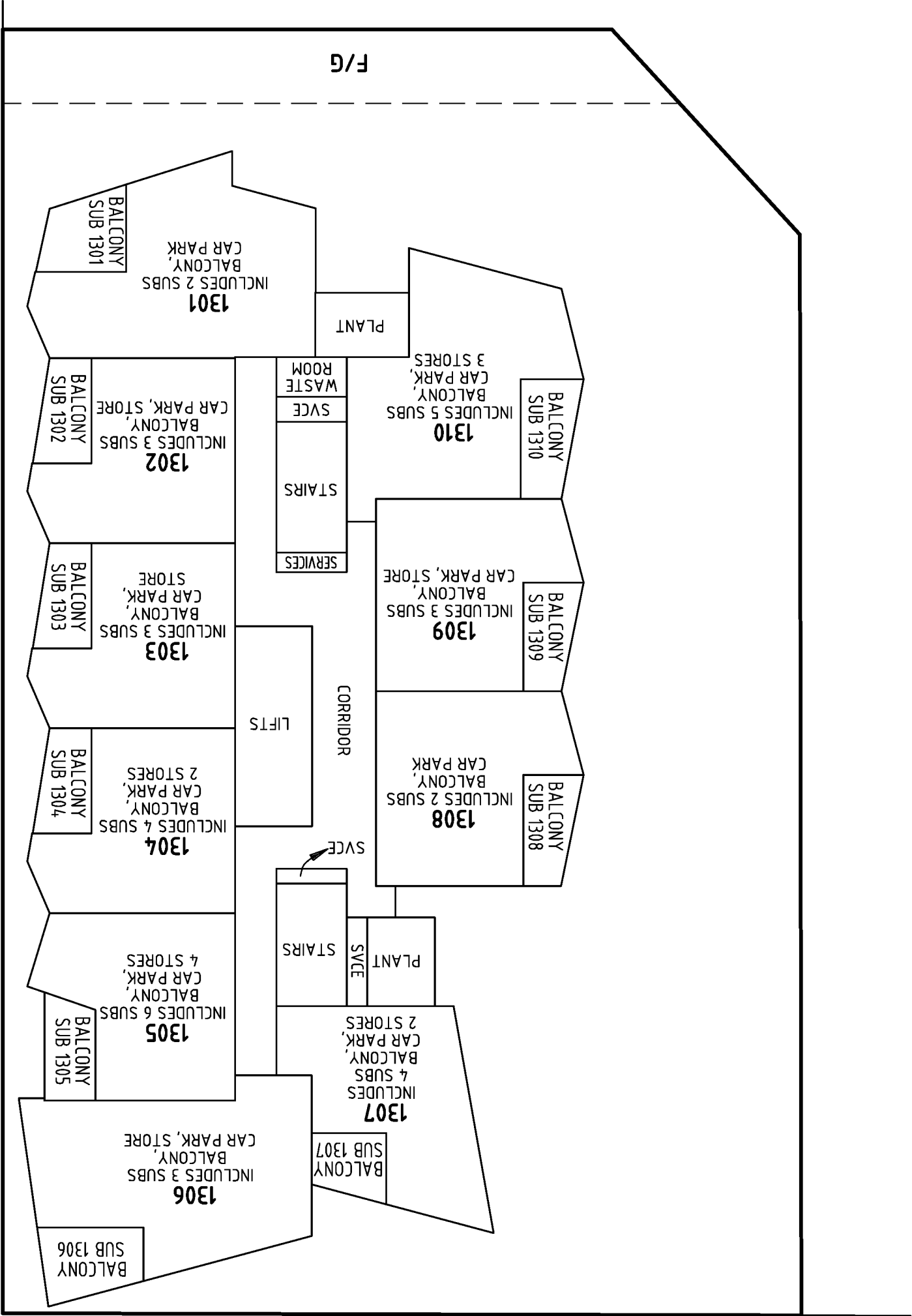
LEGEND	
SVCE	SERVICES



THIRTEENTH LEVEL PLAN

KING WILLIAM STREET

HOLLAND STREET





THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS  
OF THE BALCONY FLOOR UNLESS LIMITED IN HEIGHT  
TO THE UNDERSIDE OF OVERHANGING STRUCTURES  
BELOW 2.8 METRES.

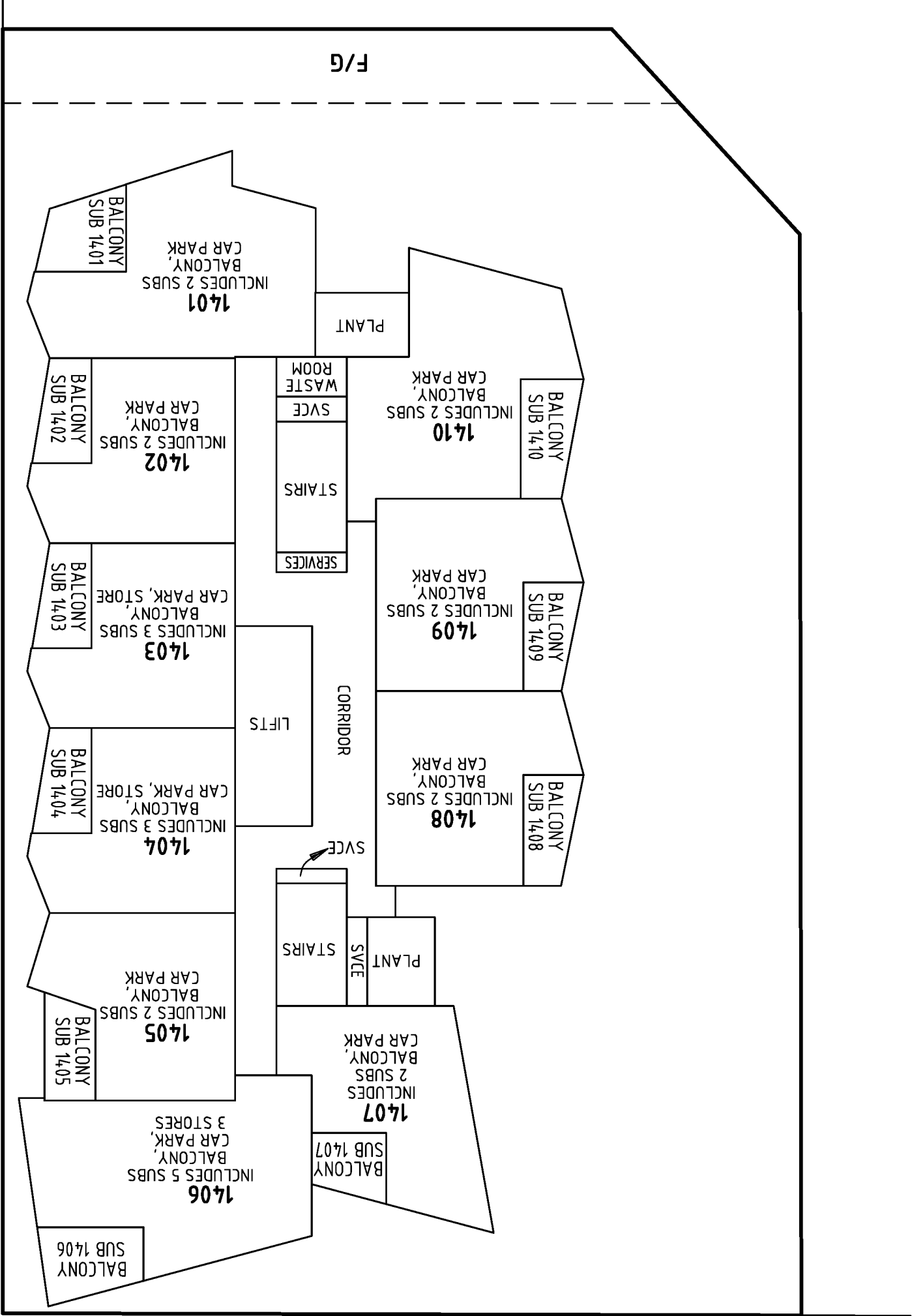
LEGEND	
SVCE	SERVICES

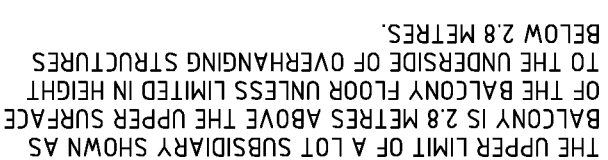


FOURTEENTH LEVEL PLAN

KING WILLIAM STREET

HOLLAND STREET



A horizontal scale bar with the word 'SCALE' at the top right and 'METRES' at the top left. The bar has vertical tick marks at intervals of 2 units, labeled 0, 2, 4, 6, 8, and 10 from right to left.

**KING WILLIAM STREET**

Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN  
P.O. BOX 1000 KENT TOWN 5071  
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988  
REFERENCE A111413COM1(H)  
JG 19/05/2016



C40515

SHEET 20 OF 31

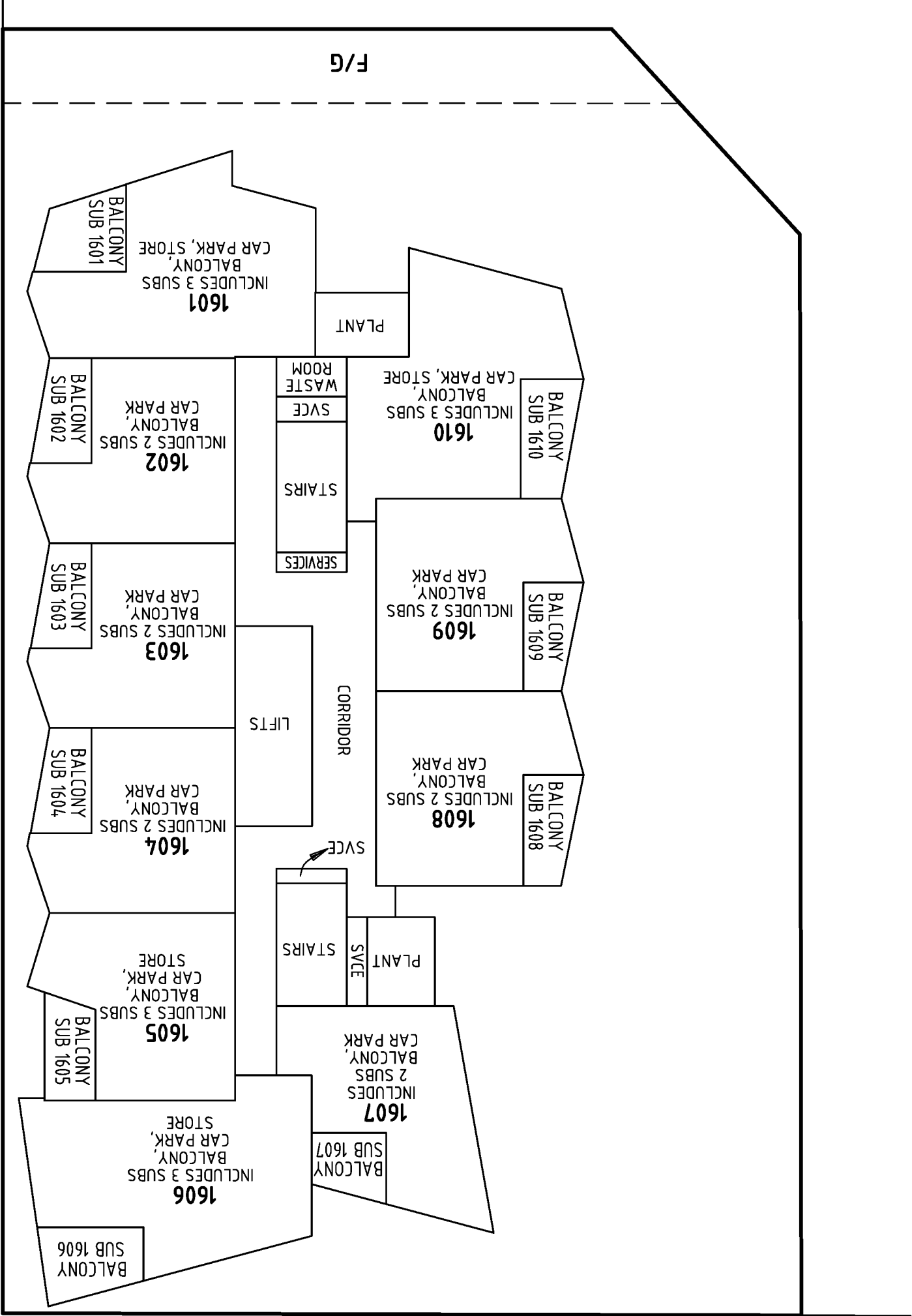
55718\_pland\_19\_V02\_Version\_10

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS  
BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE  
OF THE BALCONY FLOOR UNLESS LIMITED IN HEIGHT  
TO THE UNDERSIDE OF OVERHANGING STRUCTURES  
BELOW 2.8 METRES.

LEGEND	
SVCE	SERVICES



SIXTEENTH LEVEL PLAN



HOLLAND STREET

KING WILLIAM STREET





THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS  
BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE  
OF THE BALCONY FLOOR UNLESS LIMITED IN HEIGHT  
TO THE UNDERSIDE OF OVERHANGING STRUCTURES  
BELOW 2.8 METRES.

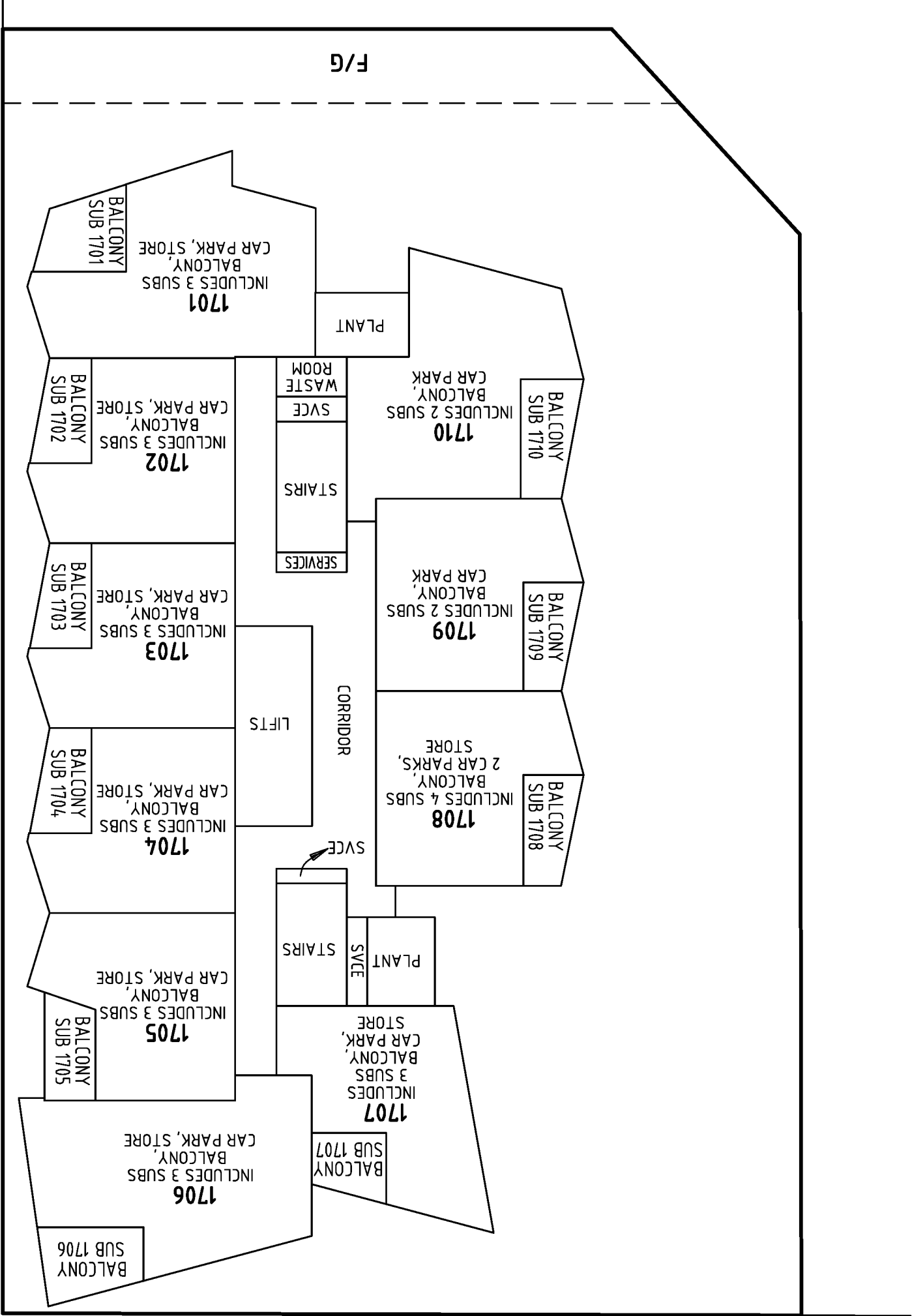
LEGEND	
SVCE	SERVICES



SEVENTEENTH LEVEL PLAN

KING WILLIAM STREET

HOLLAND STREET





THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS  
OF THE BALCONY FLOOR UNLESS LIMITED IN HEIGHT  
TO THE UNDERSIDE OF OVERHANGING STRUCTURES  
BELOW 2.8 METRES.

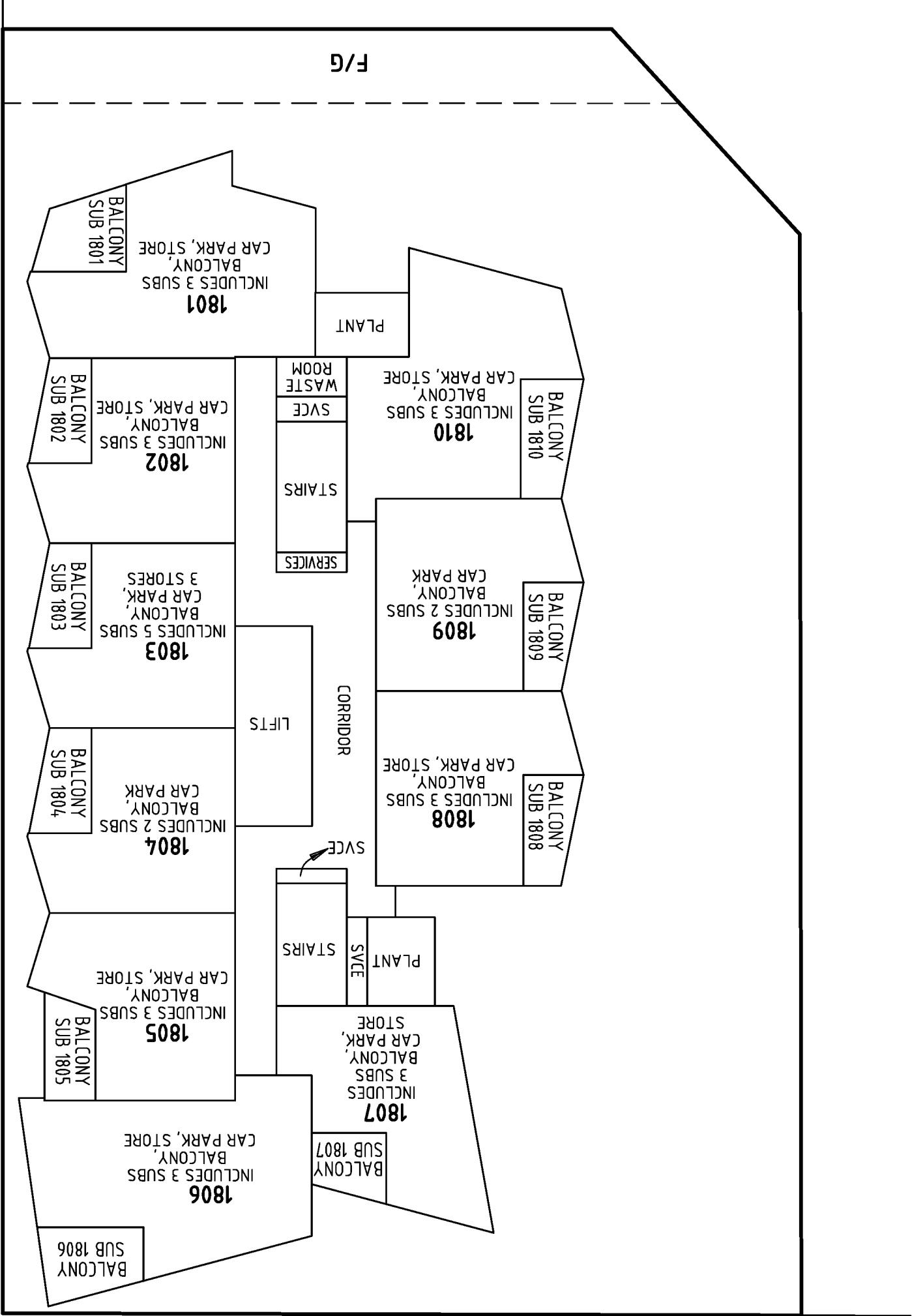
LEGEND	
SVCE	SERVICES



EIGHTEENTH LEVEL PLAN

KING WILLIAM STREET

HOLLAND STREET





THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS  
BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE  
OF THE BALCONY FLOOR UNLESS LIMITED IN HEIGHT  
TO THE UNDERSIDE OF OVERHANGING STRUCTURES  
BELOW 2.8 METRES.

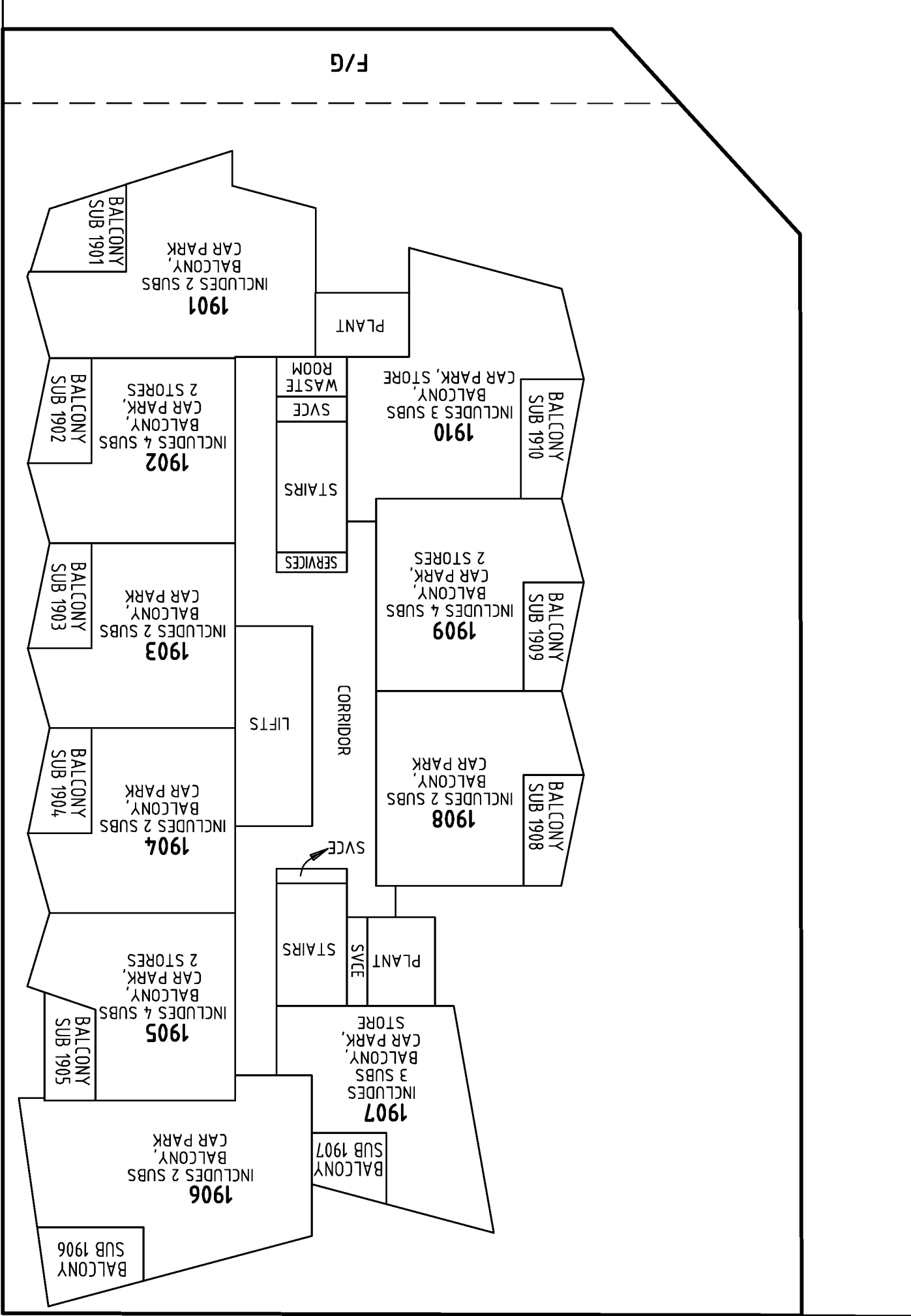
LEGEND	
SVCE	SERVICES



NINETEENTH LEVEL PLAN

KING WILLIAM STREET

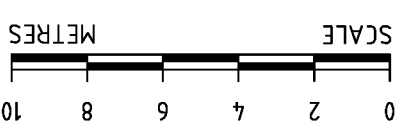
HOLLAND STREET





THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS  
BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE  
OF THE BALCONY FLOOR UNLESS LIMITED IN HEIGHT  
TO THE UNDERSIDE OF OVERHANGING STRUCTURES  
BELOW 2.8 METRES.

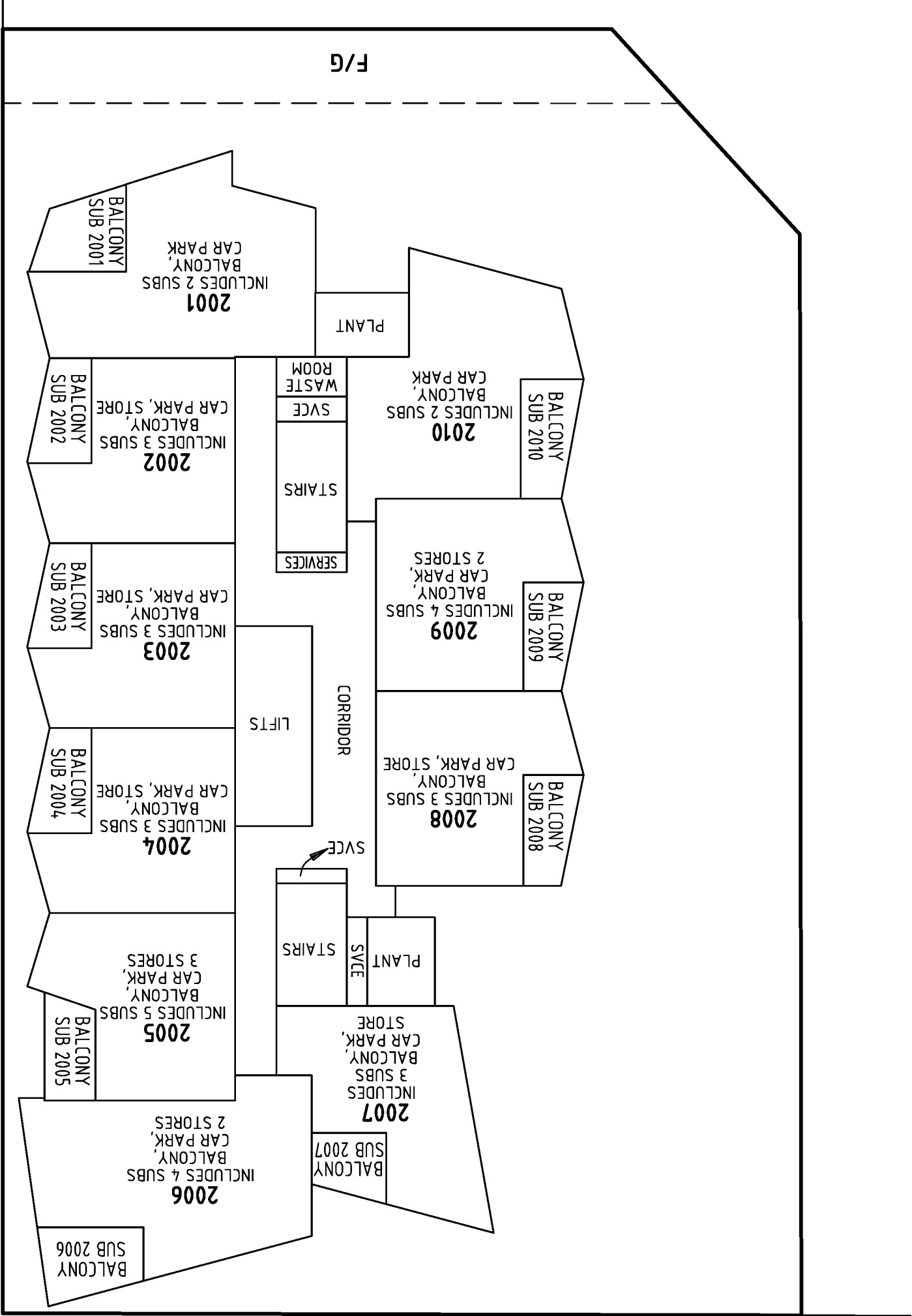
LEGEND	
SVCE	SERVICES



TWENTIETH LEVEL PLAN

KING WILLIAM STREET

HOLLAND STREET



Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN  
P.O. BOX 1000 KENT TOWN 5071  
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988  
REFERENCE A111413COM1(H)  
JG 19/05/2016



C40515

SHEET 25 OF 31

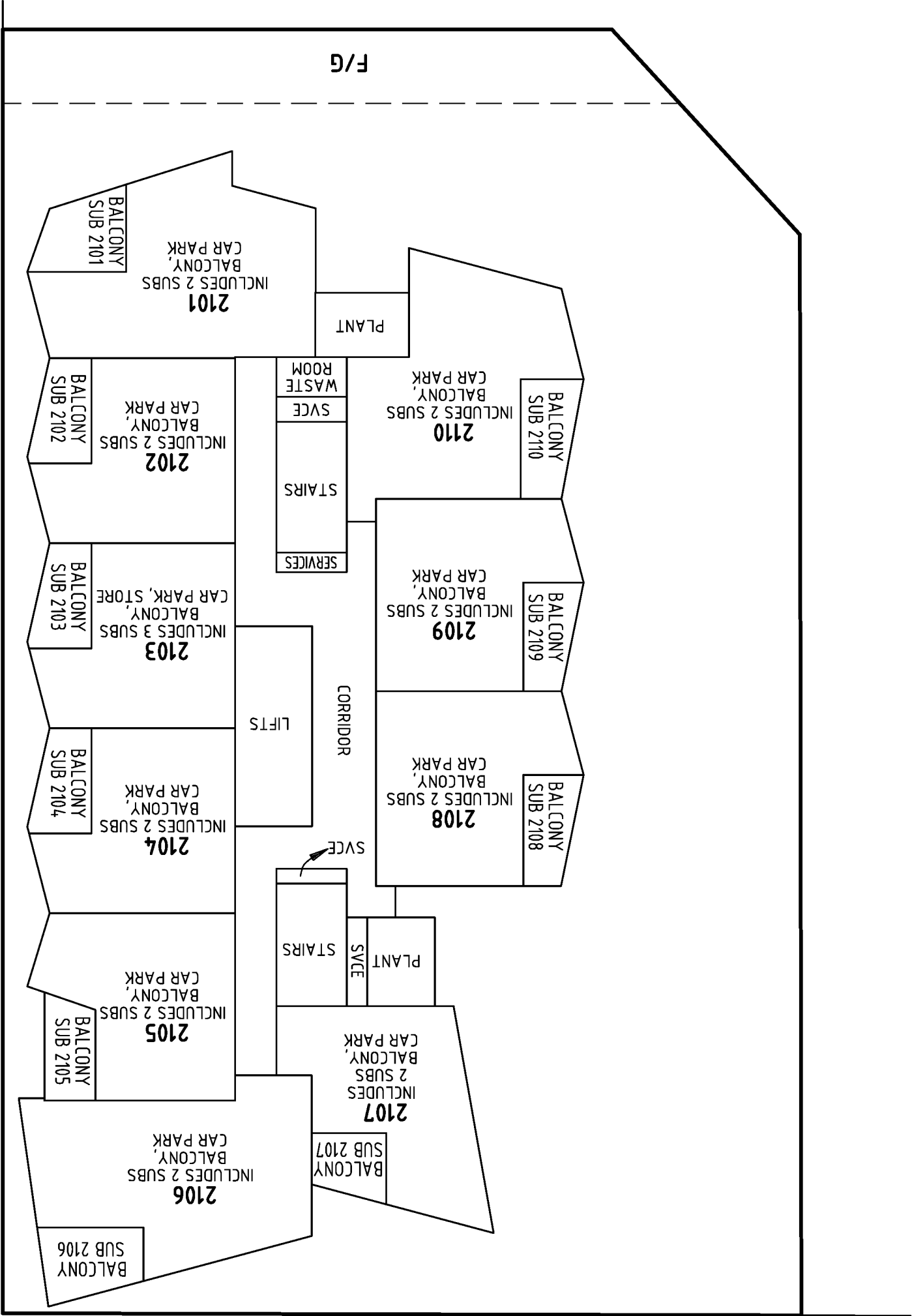
55718\_pland\_24\_V02\_Version\_10

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BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE  
OF THE BALCONY FLOOR UNLESS LIMITED IN HEIGHT  
TO THE UNDERSIDE OF OVERHANGING STRUCTURES  
BELOW 2.8 METRES.

LEGEND	
SVCE	SERVICES



TWENTY FIRST LEVEL PLAN



HOLLAND STREET

KING WILLIAM STREET



THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS  
BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE  
OF THE BALCONY FLOOR UNLESS LIMITED IN HEIGHT  
TO THE UNDERSIDE OF OVERHANGING STRUCTURES  
BELOW 2.8 METRES.

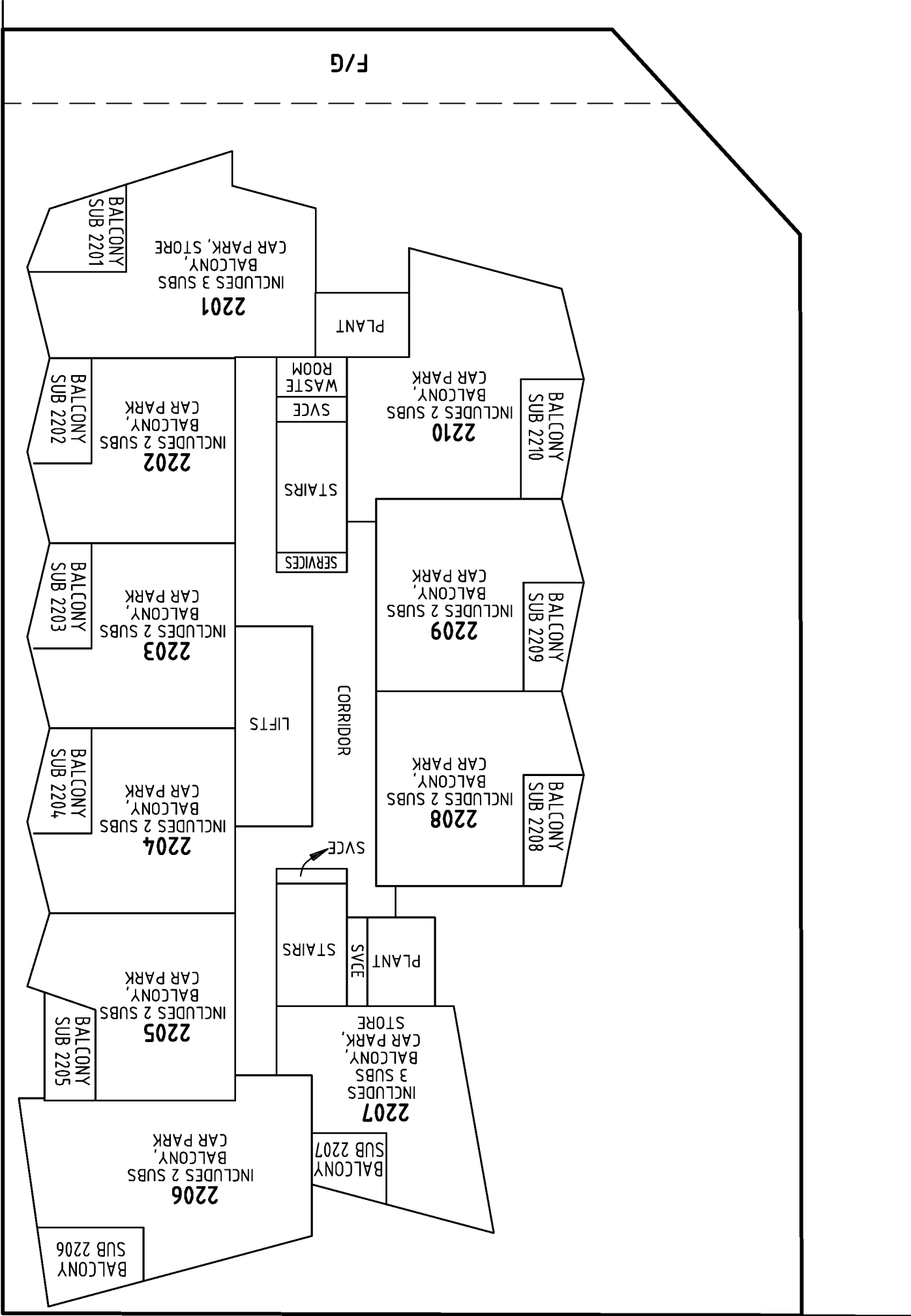
LEGEND	
SVCE	SERVICES



TWENTY SECOND LEVEL PLAN

KING WILLIAM STREET

HOLLAND STREET





THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS  
OF THE BALCONY FLOOR UNLESS LIMITED IN HEIGHT  
TO THE UNDERSIDE OF OVERHANGING STRUCTURES  
BELOW 2.8 METRES.

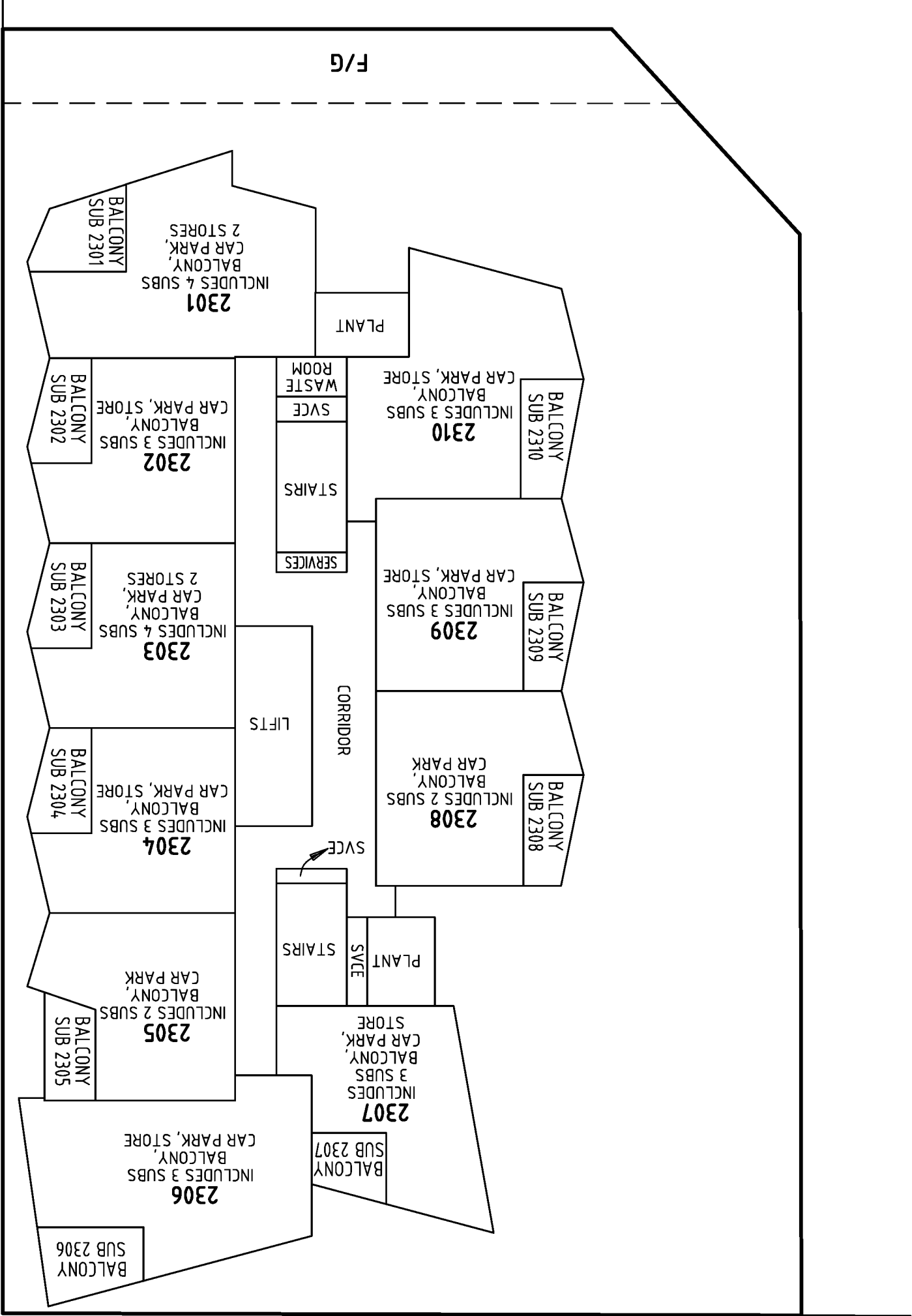
LEGEND	
SVCE	SERVICES



TWENTY THIRD LEVEL PLAN

KING WILLIAM STREET

HOLLAND STREET





THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS  
BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE  
OF THE BALCONY FLOOR UNLESS LIMITED IN HEIGHT  
TO THE UNDERSIDE OF OVERHANGING STRUCTURES  
BELOW 2.8 METRES.

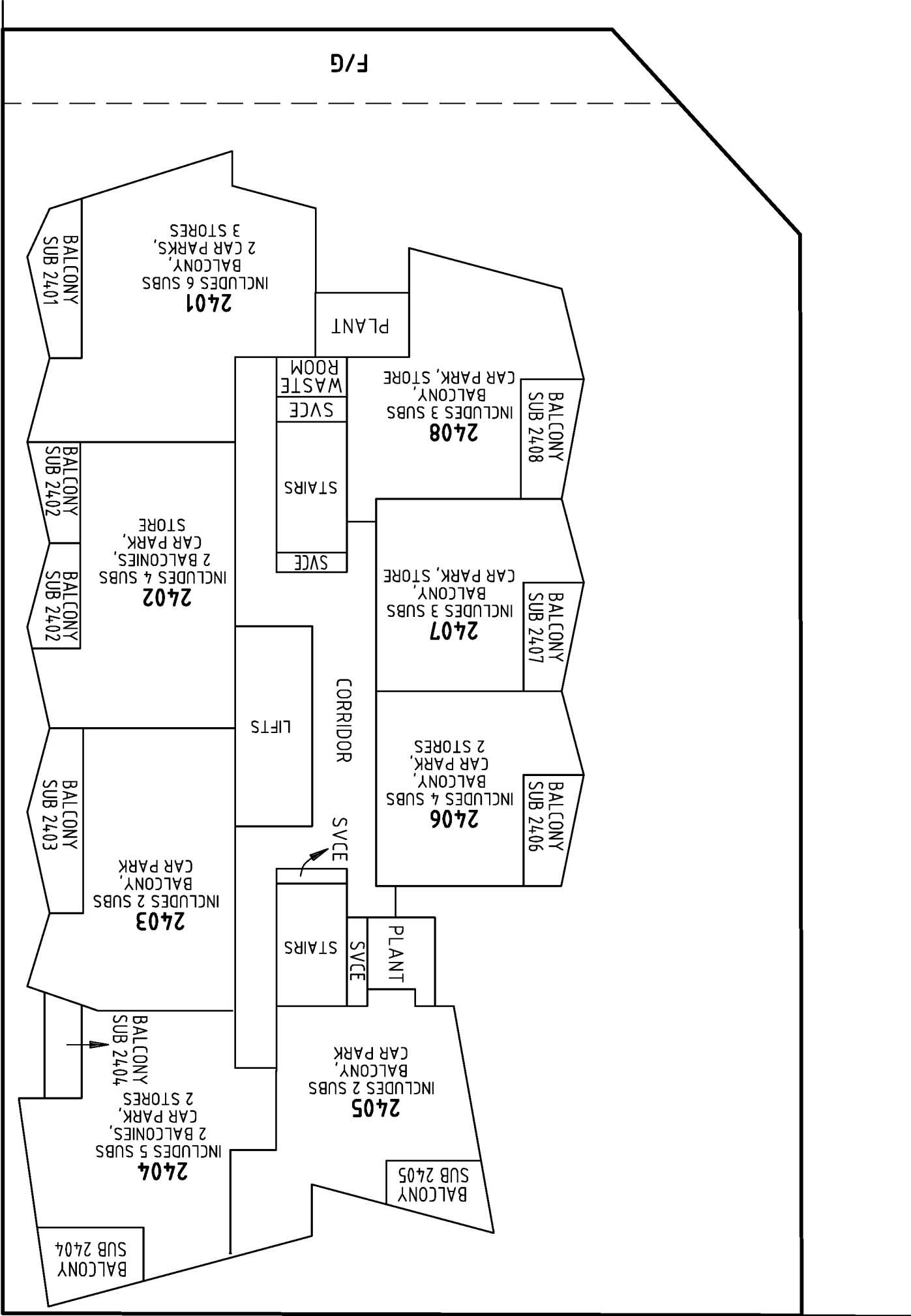
LEGEND	
SVCE	SERVICES



TWENTY FOURTH LEVEL PLAN

KING WILLIAM STREET

HOLLAND STREET





Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN  
P.O. BOX 1000 KENT TOWN 5071  
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988  
REFERENCE A111413COM1(H) A1

JG 3/08/2016



C40515

SHEET 29 OF 31

55718\_pland\_28\_V03\_Version\_10

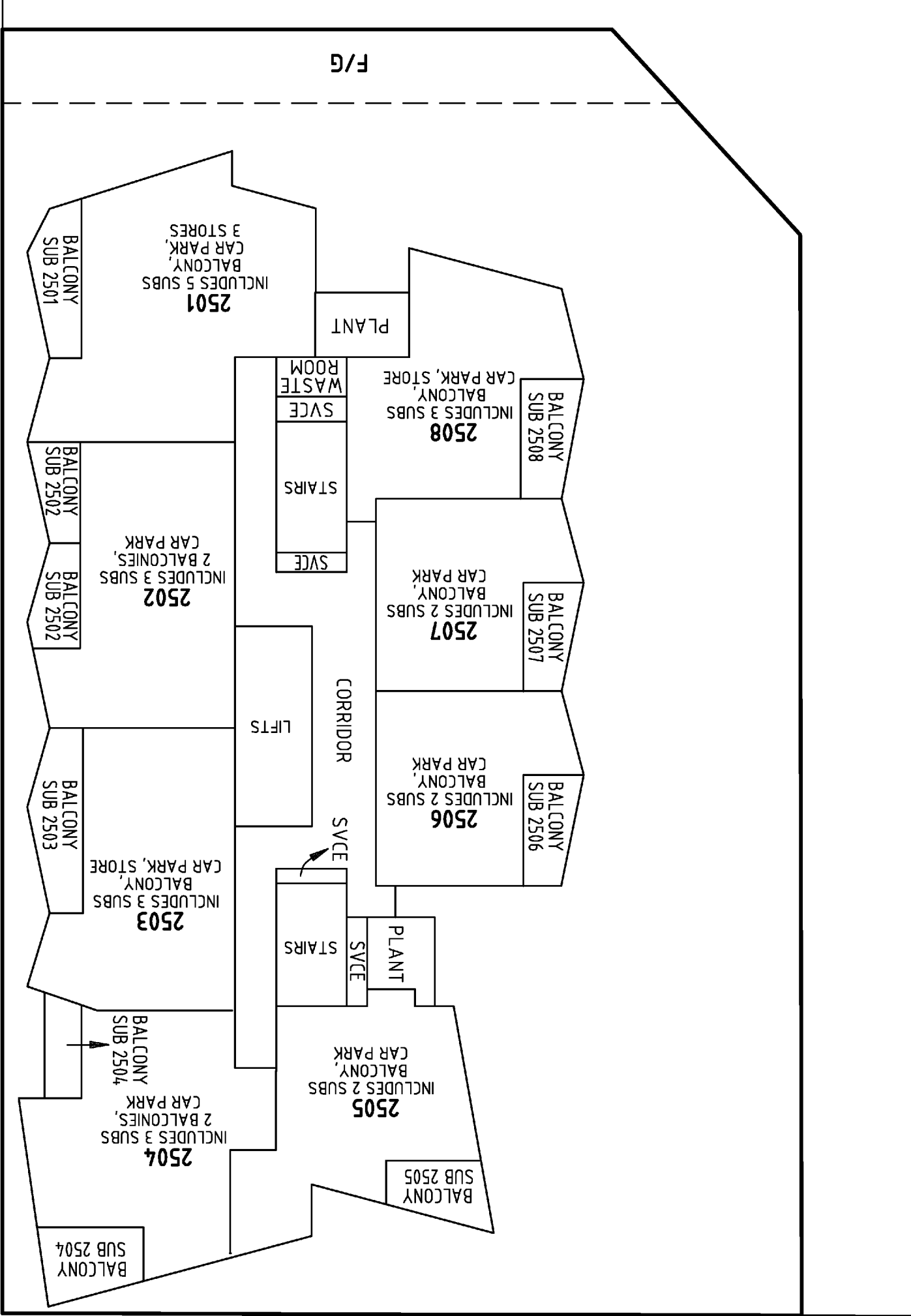
THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS  
BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE  
OF THE BALCONY FLOOR UNLESS LIMITED IN HEIGHT  
TO THE UNDERSIDE OF OVERHANGING STRUCTURES  
BELOW 2.8 METRES.

LEGEND	
SVCE	SERVICES

SUBSTITUTE SHEET



TWENTY FIFTH LEVEL PLAN



HOLLAND STREET

KING WILLIAM STREET

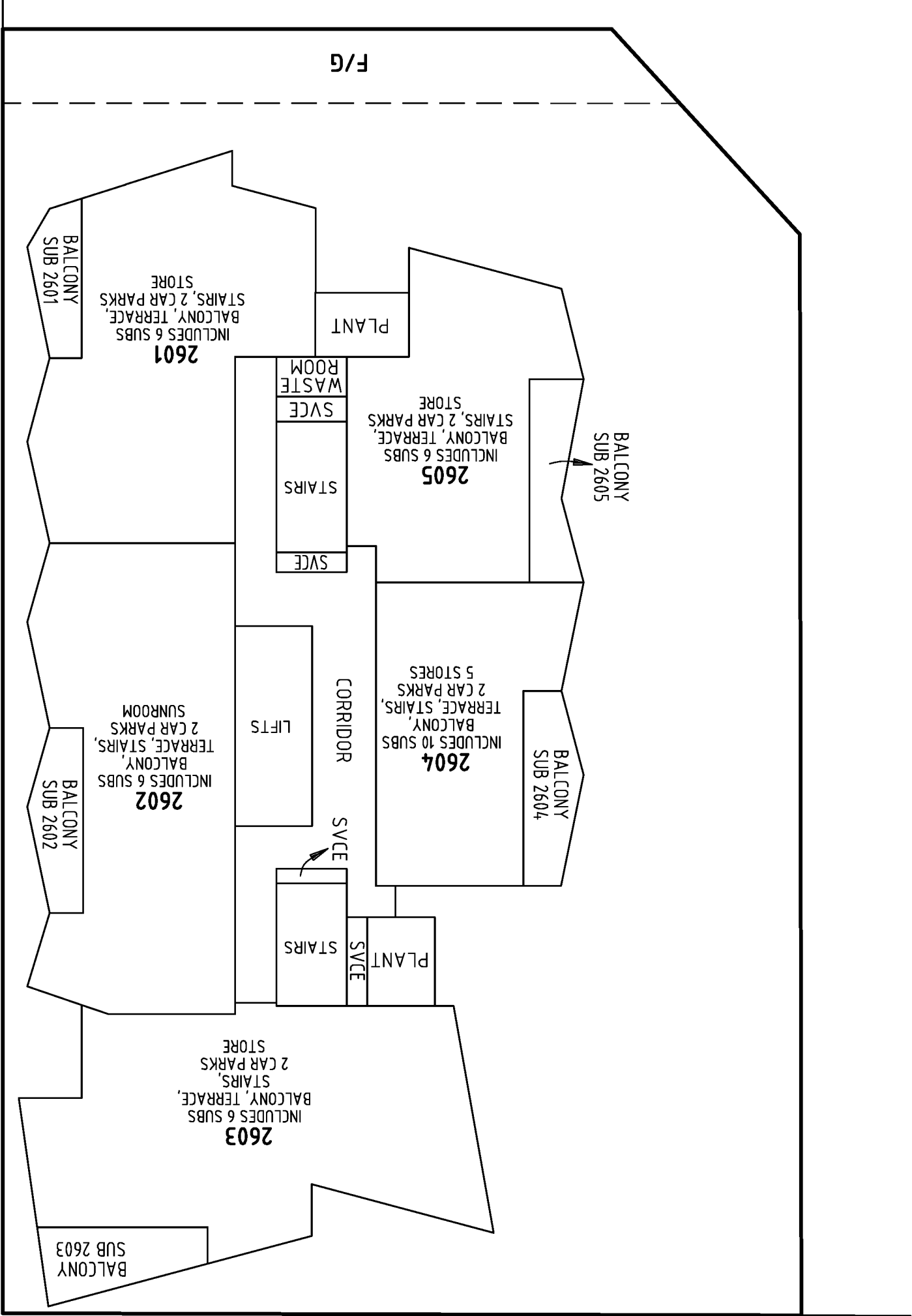


THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS  
OF THE BALCONY FLOOR UNLESS LIMITED IN HEIGHT  
TO THE UNDERSIDE OF OVERHANGING STRUCTURES  
BELOW 2.8 METRES.

LEGEND	
SVCE	SERVICES

HOLLAND STREET

KING WILLIAM STREET



TWENTY SIXTH LEVEL PLAN



Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN  
P.O. BOX 1000 KENT TOWN 5071  
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988  
REFERENCE A111413COM1(H)  
JG 19/05/2016



C40515

SHEET 31 OF 31

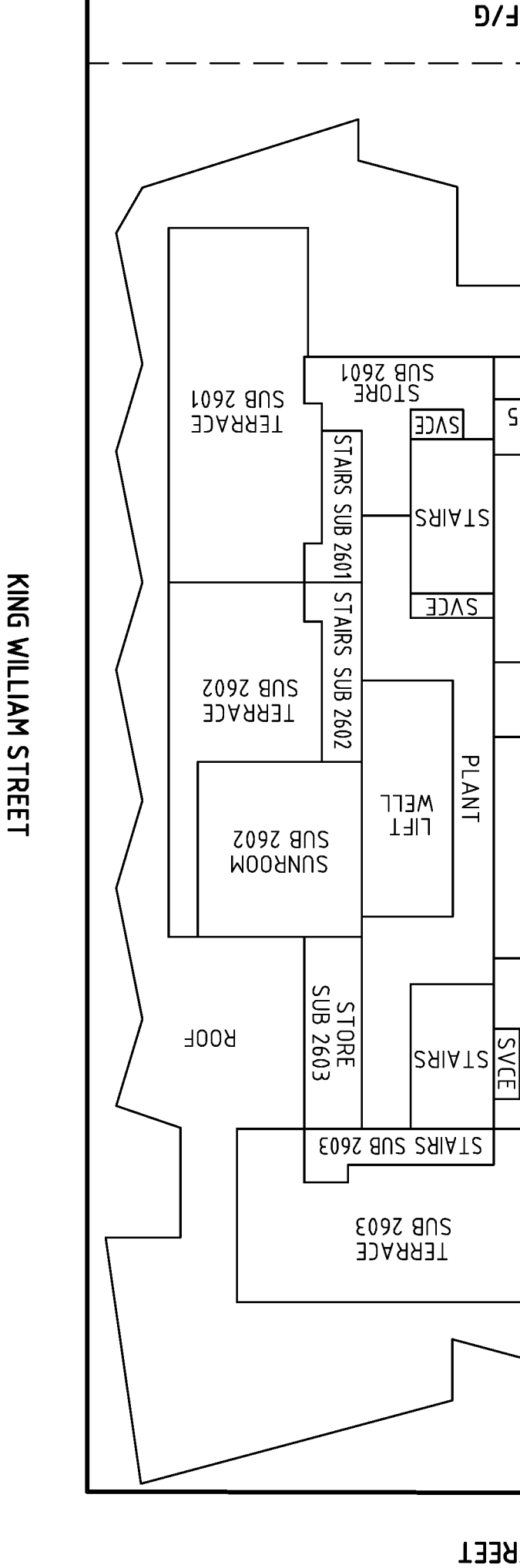
55718\_pland\_30\_V02\_Version\_10

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS  
TERRACE IS 2.8 METRES ABOVE THE UPPER SURFACE  
OF THE TERRACE FLOOR UNLESS LIMITED IN HEIGHT  
TO THE UNDERSIDE OF OVERHANGING STRUCTURES  
BELOW 2.8 METRES.

LEGEND	
SVCE	SERVICES



TWENTY SEVENTH LEVEL PLAN



LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED	LOT	LOT ENTITLEMENT	SUBDIVIDED
1	103		707	56	
2	109		801	51	
101	35		802	39	
102	47		803	39	
103	47		804	39	
104	37		805	39	
201	35		806	51	
202	35		807	40	
203	35		808	40	
204	35		809	40	
205	35		810	50	
301	36		901	50	
302	35		902	40	
303	35		903	36	
304	35		904	40	
305	36		905	40	
401	36		906	51	
402	36		907	40	
403	36		908	40	
404	36		909	39	
405	37		910	49	
601	37		1001	50	
602	37		1002	41	
603	50		1003	40	
701	54		1004	40	
702	39		1005	36	
703	39		1006	52	
704	42		1007	41	
705	40		1008	39	
706	52		1009	39	

COMMUNITY PLAN NUMBER

C40515

SHEET 1 OF 4

ACCEPTED

*Mark Charles Nelson*  
PRO REGISTRAR-GENERAL

DEV. No. 020 / C002 / 16

CERTIFICATE OF LAND VALUER

I **Fred Taormina** being a land valuer within the meaning of the Land Valuers Act 1994 certify that this schedule is correct for the purposes of the Community Titles Act 1996

Dated the 24<sup>th</sup> day of May 2016

*[Signature]*  
Signature of Land Valuer

LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED	LOT	LOT ENTITLEMENT	SUBDIVIDED
1010	51		1310	54	
1101	51		1401	51	
1102	41		1402	40	
1103	40		1403	40	
1104	40		1404	40	
1105	39		1405	40	
1106	52		1406	55	
1107	41		1407	40	
1108	39		1408	39	
1109	40		1409	39	
1110	50		1410	51	
1201	51		1501	52	
1202	40		1502	41	
1203	40		1503	40	
1204	40		1504	40	
1205	40		1505	40	
1206	54		1506	53	
1207	40		1507	41	
1208	39		1508	39	
1209	39		1509	39	
1210	51		1510	52	
1301	51		1601	52	
1302	41		1602	40	
1303	40		1603	40	
1304	41		1604	40	
1305	43		1605	40	
1306	53		1606	54	
1307	41		1607	40	
1308	39		1608	40	
1309	40		1609	40	

COMMUNITY PLAN NUMBER

C40515

SHEET 2 OF 4

ACCEPTED

Mark W. L. 16/2016  
PRO REGISTRAR-GENERAL

DEV. No. 020 / C002 / 16

CERTIFICATE OF LAND VALUER

I **Fred Taormina** being a land valuer within the meaning of the Land Valuers Act 1994 certify that this schedule is correct for the purposes of the Community Titles Act 1996

Dated the 24<sup>th</sup> day of May 2016

Signature of Land Valuer

LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED	LOT	LOT ENTITLEMENT	SUBDIVIDED
1610	53		1910	52	
1701	52		2001	52	
1702	41		2002	42	
1703	40		2003	41	
1704	41		2004	41	
1705	41		2005	42	
1706	54		2006	55	
1707	41		2007	43	
1708	43		2008	42	
1709	40		2009	41	
1710	51		2010	52	
1801	53		2101	52	
1802	42		2102	41	
1803	42		2103	41	
1804	40		2104	41	
1805	41		2105	41	
1806	56		2106	54	
1807	41		2107	41	
1808	40		2108	41	
1809	40		2109	41	
1810	52		2110	52	
1901	52		2201	54	
1902	42		2202	42	
1903	40		2203	41	
1904	40		2204	41	
1905	42		2205	41	
1906	54		2206	55	
1907	41		2207	44	
1908	40		2208	41	
1909	40		2209	41	

COMMUNITY PLAN NUMBER

C40515

SHEET 3 OF 4

ACCEPTED

Mark Wilson 16/2016  
PRO REGISTRAR-GENERAL

DEV. No. 020 / C002 / 16

CERTIFICATE OF LAND VALUER

I **Fred Taormina** being a land valuer within the meaning of the Land Valuers Act 1994 certify that this schedule is correct for the purposes of the Community Titles Act 1996

Dated the 24<sup>th</sup> day of May 2016

Signature of Land Valuer

LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED	LOT	LOT ENTITLEMENT	SUBDIVIDED
2210	52		2604	93	
2301	54		2605	96	
2302	43		TOTAL	10000	
2303	42				
2304	42				
2305	41				
2306	56				
2307	43				
2308	41				
2309	42				
2310	53				
2401	79				
2402	68				
2403	66				
2404	69				
2405	56				
2406	45				
2407	44				
2408	57				
2501	80				
2502	67				
2503	67				
2504	67				
2505	58				
2506	43				
2507	43				
2508	57				
2601	143				
2602	134				
2603	169				

COMMUNITY PLAN NUMBER

C40515

SHEET 4 OF 4

ACCEPTED

*Shak Sheld 16/2016*  
PRO REGISTRAR-GENERAL

DEV. No. 020 / C002 / 16

CERTIFICATE OF LAND VALUER

I **Fred Taormina** being a land valuer within the meaning of the Land Valuers Act 1994 certify that this schedule is correct for the purposes of the Community Titles Act 1996

Dated the 24<sup>th</sup> day of May 2016

*[Signature]*  
.....  
Signature of Land Valuer

Terms of instrument not  
checked by Lands Titles Office

BY-LAWS  
Development No. 020/C002/16

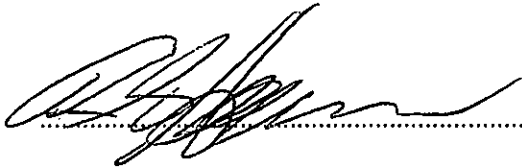
**BY-LAWS**  
**COMMUNITY PLAN NO. 40515**

**FOR**

**"Vue on KWS"**

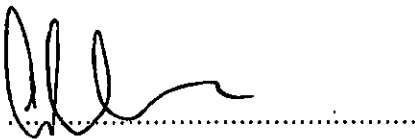
**411 - 427 King William Street Adelaide SA 5000**

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



Rodney Grant Hammond  
Level 14, 100 King William Street  
Adelaide SA 5000.

This is a copy of the By Laws referred to in the attached Certificate.



HAYLEY EMMA ROHRLACH, Presiding Officer



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BY-LAWS  
Development No. 020/C002/16

## BY-LAWS

### COMMUNITY PLAN NO. 40515

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## BY-LAWS OF COMMUNITY CORPORATION NO. 40515 INCORPORATED

### IMPORTANT NOTICE

These by-laws bind the Community Corporation, the Owners of the Community Lots and any persons entering the Community Parcel.

These by-laws relate to the control and management of the Common Property and the Community Lots and as such may only be amended or revoked by special resolution by the Community Corporation in accordance with Section 39 of the Community Titles Act.

#### PART 1 -DEFINITIONS

##### 1. Definitions

The definitions and interpretations set out herein and set out in Section 3 of the Community Titles Act shall apply to these by-laws and unless the context requires, the expressions;

**Act** means *Community Titles Act 1996 (SA)* as amended;

**Building** means the twenty-seven (27) level residential apartment building together with ground floor commercial premises, basement, Common Property, Recreation Area and car parking and storage areas to be constructed within the Site together with any extensions, alterations, modifications, additions or improvements subsequently made to the Building and also includes any part of the Building;

**Commercial Lot** means a lot located on the ground floor of the Building which has been constructed for the purposes of, and intended to be used and occupied as, commercial premises;

**Common Property** means the common property created by the Community Plan;

**Community Parcel** means the whole of the land comprised in the Community Plan and includes each distinct part or section of such land and all improvements thereon;

**Community Plan** means Community Corporation Plan No. 40515;

**Company** means Kite Enterprises Pty Ltd trading as Ironfish (RLA 204004) and their respective consultants, employees and agents;

**Corporation** means Community Corporation No. 40515 constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

**Developer** means Vue on KWS Pty Ltd ACN 165 101 655, and includes any related body corporate (as defined by the *Corporations Act 2001 (Cth)*) of that entity that is or becomes involved in the Development;

**Development** means the construction of a residential apartment building on the Community Parcel comprised of one, two and three bedroom apartments together with commercial premises, Common Property, Recreation Area, car parking and storage areas and known as "Vue on King William";

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**Guest** means a visitor, client or other person not named as Lotholder or Occupier who is visiting, meeting or staying with the Lotholder or Occupier or who is not residing at the Lot for more than two months.

**Licensed Premises** means a licensed premises under the *Liquor Licensing Act 1997* (SA);

**Liquor Licence** means a licence under the *Liquor Licensing Act 1997* (SA);

**Lot or lot** has the meaning given to it in the Act;

**Lotholder** means the owner of a Lot from time to time;

**Lot Subsidiary** has the meaning given to it in the Act;

**Management Agreement** means any agreement appointing the Managing Agent pursuant to Section 75(5) of the Act and Regulation 14 to the Act;

**Management Committee** means the management committee of the Corporation established pursuant to the Act (if one is established);

**Managing Agent** means the company for the time being appointed by the Corporation as its managing agent and a reference in these by-laws to the Corporation shall, where there is such a managing agent, be construed as a reference to that managing agent unless the context otherwise requires;

**Occupier** means a tenant under a fixed term rental agreement or standard lease of not less than two months, unless as authorized by written permission by the Management Corporation as a short-term stay.

**owner or owners** means a registered proprietor or proprietors of a Lot or a person recorded on the relevant register of Lot owners as the proprietors or proprietor of the Lot;

**Recreation Area** means that portion of the Common Property on the seventh floor of the building comprising the gymnasium, swimming pool, deck, podium garden and BBQ areas;

**Residential Lot** means any lot not located on the ground floor of the Building and which has been constructed for the purposes of use and occupation as a residential apartment;

**Scheme Description** means the scheme description to be prepared and lodged by the Developer in relation to the Development and in accordance with the Act;

**Security Key** means a key, magnetic card or other device use to open and close doors, gates or locks in respect of a Lot or the Common Property;

**Sign** means an advertisement, notice, sign or hoarding; and

**Site** means the land comprised in Certificate of Title Register Book Volume 5795 Folio 64.

**UNLESS THE CONTRARY INTENTION APPEARS THE FOLLOWING APPLIES:**

- 1.1 A reference to an instrument includes any variation or replacement of it.

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- 1.2 A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- 1.3 The word "person" includes a firm, a body corporate, an association or an authority.
- 1.4 A reference to a person includes a reference to a person's executors, administrators, successors, substitutes (including without limitation persons taking by notation) and assigns.
- 1.5 The obligations and restrictions in these by-laws shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges shall prevail over these by-laws in respect of the person or persons to whom they are given.
- 1.6 Without limiting the foregoing, these by-laws shall be read subject to the right of the Company to conduct marketing activities on the Common Property until all of the Lots are sold, including (without limitation):
  - (a) allowing invitees to have access to the Common Property in the company of a representative of the Company;
  - (b) placing and maintaining on the Common Property sale signs, insignia and other fixtures and fittings for marketing purposes of the Development; and
  - (c) the use of any apartment or apartments constructed on the Community Parcel as a display centre for the sale and promotion of the Development.
- 1.7 Without limiting the foregoing, these by-laws shall be read subject to the rights of the Developer or any builder associated with the Development to carry out the following activities until the Development is completed:
  - (a) any surveying, engineering and construction works on the Community Parcel;
  - (b) any repair, rectification or modification works; and
  - (c) any other works associated with the construction and completion of the Development.
- 1.8 If the whole or any part of a provision of these by-laws is invalid, unenforceable or illegal, it is severed. The remainder of these by-laws will have full force and effect.

## **PART 2 - MANDATORY BY-LAWS**

### **2. Administration, Management and Control of Common Property**

- 2.1 The Corporation is responsible for the administration, management and control of the Common Property.
- 2.2 The Corporation may appoint a Management Committee which shall be responsible to the Corporation for the administration, management and control of the Common Property, except with respect to matters concerning:
  - (a) the appointment of a Managing Agent pursuant to by-law 2.3;

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- (b) maintenance, upgrading or improvements to the Common Property where the item to be considered exceeds \$10,000.00; and
  - (c) the Corporation's obligations regarding insurance under the Act.
- 2.3 The Corporation may appoint a Managing Agent to carry out, on behalf of the Corporation, the function of administering, managing and controlling the Common Property on such terms and conditions as the Managing Agent considers reasonably appropriate.
- 2.4 The Corporation may grant or create easements, easements of support, rights of way, encumbrances or the like in respect of any portion of the Common Property, acting reasonably.

### **3. Use and Enjoyment of the Common Property**

The Common Property is, subject to the Act and these by-laws, for the common use and enjoyment of Lotholders, Occupiers and their visitors and invitees.

## **PART 3- COMMUNITY PARCEL**

### **4. Prohibited Activities**

A person bound by these by-laws must not on the Community Parcel:

- 4.1 hang any laundry or other items out to dry or air in public view on or about any part of or in the Community Parcel;
- 4.2 make or allow his or her visitors to make undue noise in or about the Community Parcel;
- 4.3 interfere or allow his or her visitors to interfere with others' use or enjoyment of their rights in relation to the Community Parcel;
- 4.4 be inappropriately or inadequately clothed in the opinion of the Corporation when upon the Community Parcel so as to be visible from another Lot or the Common Property;
- 4.5 use any language or behave in a manner likely to cause offence or embarrassment to persons in other lots or on Common Property or otherwise engage in conduct that constitutes a nuisance;
- 4.6 damage or deface any building or sign or structure on the Community Parcel;
- 4.7 disobey reasonable directions or requests from an officer of the Corporation;
- 4.8 unless the Scheme Description or these by-laws prescribe or allow otherwise, operate a business of any kind or carry on or conduct any form of commercial activity from any portion of the Community Parcel or otherwise use any portion of the Community Parcel for such purposes without the consent of the Corporation;
- 4.9 carry, use, discharge or expose any firearm, explosive, firework, airgun or other weapon;
- 4.10 obstruct any person's lawful access to any lot or to the Common Property;

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- 4.11 park or stand a motor vehicle in a parking space allocated for others or on a part of the Community Parcel on which the parking or standing of motor vehicles is not authorised by the Corporation and the Corporation shall, in addition to any other power, authority, duty and function imposed or conferred upon the Corporation, have the power to tow away any motor vehicle parked or standing in contravention of these by-laws at the expense of the person whose act or default has occasioned such contravention and such person shall indemnify the Corporation in respect of all claims for costs and damages arising out of such actions;
- 4.12 permit any bicycle to be stored other than in the areas of the Common Property designated by the Corporation or the Managing Agent for such purpose (if any) and fitted with bicycle racks;
- 4.13 rollerblade, rollerskate or ride a skateboard;
- 4.14 ride any bicycles or drive any motorised vehicles (other than wheelchairs or vehicles used by handicapped persons or other vehicles approved by the Corporation) except in areas specifically set aside for the purpose;
- 4.15 permit any bicycle to be brought into a Lot or the foyer, stair wells, lifts, hallways, garden areas, balconies or other parts of the Common Property except as may be designated by the Corporation or the Managing Agent from time to time;
- 4.16 erect or fix any sign, notice, antenna or other communication equipment to any part of the Common Property or a Lot where it can be seen from any exterior position or erect a sandwich board, except as required by law;
- 4.17 allow any glazed portions of a Lot or the Common Property that surrounds a Lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing;
- 4.18 perform the work of repairing, washing, painting, panel beating or other work of any nature on any vehicle or other equipment (except in any area provided for such activity) provided that this by-law shall not extend to running repairs in the case of breakdown;
- 4.19 paint, finish or otherwise alter the external facade of any building or improvement forming part of the Common Property or a Lot;
- 4.20 store, place, display or hang any chattel or item (including without limitation any item of clothing) on or from a balcony or terrace forming part of the Common Property or a Lot without the consent of the Corporation except for pot plants, barbeques and outdoor chairs and tables;
- 4.21 subject to any lease, licence or other right granted under by-law 32, install any equipment or apparatus of any kind (including, but not limited to, any blind, light fitting, awning, air conditioning unit, antenna or satellite dish) which:
  - (a) extends outside the boundaries of a Lot; or
  - (b) is located on any balcony; or
  - (c) protrudes from any building or balcony forming part of a Lot,without first obtaining the written consent of the Corporation;

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- 4.22 use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape;
- 4.23 Without the prior written consent of either the Corporation or the Managing Agent, and other than on a Commercial Lot, have a party or event for more than twelve people in their Lot or seven people on the Common Property at any one time. The Owner or Occupier acknowledges that if the Corporation or the Managing Agent does provide its consent then the owner or Occupier will be responsible for all security costs, cleaning cost and other reasonably expenses incurred by the Corporation in relation to or in consequence of the party/event;
- 4.24 dispose or permit the disposal of cigarette ash, cigarette butts or any other material out any window, over any balcony or in Common Property;
- 4.25 the Corporation strictly prohibits the posting or erection of any Sign whatsoever in or upon a Lot, the inside or outside of the Building, the grounds surrounding the Building, or the Common Property without the consent in writing of:
- (a) the Community Corporation and
  - (b) any relevant government authority.
- 4.26 Signs may only be posted or erected in accordance with the written consent of the Corporation and any relevant government authority, and must comply with any conditions of such consent(s);
- (a) interfere with, remove, or tamper with any directional or instructional signage posted on the Community Parcel by the Corporation, their representative or any relevant Government authority.
- 4.27 the Lotholder, Occupier (or agent of the Lotholder or Occupier) seeking the consent of the Corporation pursuant to by-law 4.25 shall provide to the Corporation such information as the Corporation may reasonably require to enable it to determine whether consent will be granted.
- 4.28 Except as otherwise provided in these By-laws, no deviation from this arrangement will be permitted.
- 4.29 It shall be a condition of any consent of the Corporation pursuant to by-law 4.25 that any Sign shall be produced by a sign-writer approved by the Corporation;
- 4.30 The following are strictly prohibited:
- (a) paper or cardboard signs;
  - (b) transfers or stickers;
  - (c) exposed fixings;
  - (d) exposed wiring, ballasts;
  - (e) moving or flashing signs;
  - (f) animated signs or models;



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- (g) "A" frames or similar signs; and
- (h) static or animated signage or images projected onto the glass or other part of the Lot visible from the Common Property.

**5. Storage of Flammable Liquids**

A Lotholder or Occupier must not:

- 5.1 except with the written consent of the Corporation, use or store on a Lot or Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or
- 5.2 do or permit anything which may invalidate or suspend any insurance policy effected by the Corporation or cause any premium to be increased without the prior written consent of the Corporation.

**6. Disposal of Garbage**

- 6.1 A person bound by these by-laws must not on the Community Parcel dispose of any rubbish or other material except by depositing the same in the receptacle or areas (if any) specifically provided.
  - (a) A person person bound by these by-laws who creates a mess or spill deemed inappropriate or offensive by other residents or the Corporation on Common Property, including but not limited to; lifts, car parking levels, loading dock, lobbies and level 7, must take all practicable steps to make good the spill or mess in order to leave the area in the original condition themselves, or contact the Managing Agent or cleaning staff to clean the area as soon as possible.
- 6.2 A person bound by these by-laws shall dispose of any rubbish or other material on the Community Parcel in accordance with the rubbish disposal policies passed from time to time by the Corporation.
- 6.3 The following conditions and restrictions apply with respect to rubbish disposal during the delivery or movement of goods and/or furniture to and from a Lot referred to in by-law20:
  - (a) the Corporation will advise the Lotholder or Occupier of the location of the receptacle or area specifically provided for the purpose of waste disposal (**Refuse Room**);
  - (b) all boxes are to be cut down, flattened and placed neatly in the designated area of the Refuse Room;
  - (c) polystyrene is to be broken up and placed in the green bins along with any plastic or binding tape;
  - (d) paper is to be placed in the bins with yellow lids only; and
  - (e) hard rubbish, crates or unwanted furnishings are not to be left in the Refuse Room(s), the Building, Common Areas or disposed of in waste bins. The cost of

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removal and disposal of any hard rubbish, crates or unwanted furnishings shall be the responsibility of the Lot Holder or Occupier. In the event that hard rubbish is left in those areas, the Corporation may dispose of the hard rubbish at the cost of the Lot Holder or Occupier in all respects.

**7. Support and Provision of Services**

Except for the purposes of maintenance and renewal and with the written consent of the Corporation, a Lotholder or Occupier must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:

- 7.1 any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;
- 7.2 the structural and functional integrity of any part of the Common Property is impaired; or
- 7.3 the passage or provision of services through the Lot or the Common Property is interfered with.

**8. Office or Retail Premises – Residential Lots**

- 8.1 A Lotholder or Occupier must not without the consent of the Corporation operate any business of any kind:
  - (a) on any Residential Lot, Lot Subsidiary or Common Property except with the consent of the Corporation and in accordance with the conditions imposed by the Corporation; or
  - (b) unless the Scheme Description or these by-laws expressly state that the Lot may be used for such purposes; and
- 8.2 unless such use of the Lot, Lot Subsidiary or Common Property is not otherwise prohibited by law.

**9. Retail Premises - Commercial Lots**

- 9.1 Any provision of these by-laws which is inconsistent with paragraph 3.2 of the Scheme Description in its application to a Commercial Lot shall be read as not applying to Commercial Lots (but shall still apply with full force and effect to all other Lots).
- 9.2 Without limiting any other by-law, a Lotholder or Occupier of a Commercial Lot must
  - (a) ensure that a Commercial Lot is only used for reputable food and beverage commercial purposes and storage and car parking associated with such commercial use;
  - (b) ensure that the fitout of a Commercial lot is designed in accordance with quality design principles and comprised of good quality materials which are installed in a professional and tradesman-like manner;
  - (c) ensure that a Commercial Lot is not used for residential purposes;

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- (d) take reasonable steps to conduct its business (having regard to the nature of the business and the times and hours such business is permitted to and are normally open) in such a manner so as to minimise any disturbance to the Lotholders and Occupiers of Lots and/or their use and enjoyment of the Community Parcel including to the extent practical taking reasonable steps so that its customers and visitors do not use undue noise (having regard to the noise generally expected from the business) or behave in a manner likely to disturb or cause offence or embarrassment to persons in other Lots or on the Common Property or otherwise engage in conduct that constitutes a nuisance;
- (e) notwithstanding by-law 4.25, the Lotholder or Occupier of a Commercial Lot may affix such sign(s) to or place such sign(s) on the Common Property provided that the sign(s):
  - (1) comprises the name of the business or its insignia only;
  - (2) is well assigned and of good quality print and materials;
  - (3) complies with the requirements of all relevant authorities; and
  - (4) has the prior consent of the Corporation.
- (f) take out its own bins on each garbage collection day and bring the bins in as soon as is reasonably possible after the bins have been collected on each collection day;
- (g) avoid unnecessary noise when filling bins;
- (h) ensure bins are kept clean and the lids on bins are securely closed at all times;
- (i) ensure all cardboard and paper waste is cut up or folded so as to fit in bins;
- (j) store all bins within appropriate areas of a Commercial Lot or within the refuse area of the Common Property designated by the Corporation from time to time;
- (k) comply with all rules imposed by the Corporation from time to time in relation to rubbish storage and removal including in relation to:
  - (1) control of odour and vermin;
  - (2) volume;
  - (3) not obstructing Common Property; and
  - (4) responsibility for cleaning Common Property used or dirtied by a Commercial Lot owner or Occupier;
- (l) comply with all noise, health and other regulations in carrying on the business from a Commercial Lot;

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- (m) not trade outside trading hours that are lawfully permitted from time to time;
- (n) immediately replace non-functioning lights outside or inside a Commercial Lot;
- (o) ensure the pedestrian passageway through a Commercial Lot is open for pedestrian use at all times with sufficient lighting and security to ensure the safety of users;
- (p) use and permit to be used for the delivery, receipt or other movement of any goods, merchandise or articles of quantity or bulk only such parts of the Common Property and at such times as the Corporation may from time to time direct;
- (q) comply with all applicable statutes, laws, regulations, ordinances, by-laws etc imposed by any qualified authority in relation to a Commercial Lot or the Occupier's business including without limitation laws relating to occupational health, safety and worker's compensation, hygiene, liquor and gaming licensing and planning and development;

9.3 The Lotholder of a Commercial Lot:

- (a) may use in its name the words "**Vue on KWS**" and/or any one or more or any combination of those words, ownership of which is vested solely in the Corporation, only with the prior written approval and subject to any conditions imposed by the Corporation;
- (b) must incorporate in any lease granted in respect of the whole or portion of its Commercial Lot the provisions of this by-law; and
- (c) may, with the consent of the Corporation:
  - (1) apply for, hold and operate pursuant to, a liquor Licence in respect of a Commercial Lot and Common Property;
  - (2) accept a grant of and take a non-exclusive licence from the Corporation for the use of the Common Property as a Licensed Premises; and
  - (3) submit any applications to Council as may be reasonably required for the operation of its business (including without limitation applications to Council for footpath permits),

9.4 Notwithstanding any provision of these by-laws to the contrary, the Corporation shall have the power to consent to the activities noted in by-laws 9.3(c)(1) and 9.3(c)(3) and such consent shall be valid and binding and provided in the form of a written notice to grant a non-exclusive license for the use of the Common Property as a Licensed Premises to a Lotholder or Occupier of a Commercial Lot.

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**10. Bathroom Facilities**

- 10.1 The Developer has constructed bathroom and water closet facilities on the ground level of the Building which form part of Lot 1 for the sole use of the Lotholders and Occupiers of the Commercial Lots and their visitors, customers and invitees (**Commercial Lot W/C Facilities**).
- 10.2 The Corporation must keep the **Commercial Lot W/C Facilities** in a clean and sanitary condition and fully stocked with such provisions as may be reasonably necessary for the use and enjoyment of Lotholders and Occupiers of the Commercial Lots and their visitors, customers and invitees and any other persons as may be authorised to use such facilities from time to time (including without limitation toilet paper, hand soap and hand towels (where required)).
- 10.3 The Corporation may enter into agreements with third parties for the management, maintenance, replacement and operation of and the provision, licensing, leasing and/or, hire of goods, services and equipment to the Commercial Lot W/C Facilities on such terms as the Corporation considers appropriate (**Commercial Lot W/C Facilities Agreements**) and may incur various expenses, fees, costs and charges in relation to the management, maintenance, replacement and operation of the Commercial Lot W/C Facilities including the costs of the provision, licensing, leasing and/or hire of goods, services, plant and equipment (**Commercial Lot W/C Facilities Outgoings**).
- 10.4 Any costs incurred by the Community Corporation pursuant to by-laws 10.2 and 10.3 will be recovered from the Lotholders of the Commercial Lots in equal shares.
- 10.5 The Corporation may make rules in relation to the access to and use of the Commercial Lot W/C Facilities and a Lotholder or Occupier of a Lot must not breach nor permit persons is under his or her control to breach any rules as may stipulated from time to time by the Corporation in respect of the use of and access to the Commercial Lot W/C Facilities.

**PART 4 - COMMON PROPERTY**

**11. Corporation to Keep Common Property in Good Repair**

The Corporation must keep the Common Property tidy and free of graffiti and in a state of good and serviceable repair and shall always properly maintain all chattels, fixtures and fittings (including walkways, stairways, lifts, hand rails and intercoms) held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or the enjoyment thereof by the Lotholders or Occupiers or by their families or visitors and for this purpose may enter into an appropriate contract with a third party for such party to provide such services for the benefit of Lotholders on behalf of the Corporation.

**12. Prohibited Activities**

A person shall not undertake any of the following activities or do any of the following things on the Common Property:

- 12.1 camp or sleep overnight;
- 12.2 play cricket, golf or any other game in such a manner as to interfere with the safety or comfort of any other person;
- 12.3 carry on any business except with the consent of the Corporation;

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- 12.4 sing, busk or play on a musical instrument so as to appear to be for the purpose of entertaining other persons except with the consent of the Corporation;
- 12.5 carry, use, discharge or expose any firearm, explosive, firework, airgun or other weapon;
- 12.6 obstruct any corridor, hallway, passage or other access way;
- 12.7 obstruct the lawful use of the Common Property by any person;
- 12.8 use the Common Property in a manner that unreasonably interferes with the use and enjoyment of the Common Property by the other members of the Corporation, their customers, clients or visitors;
- 12.9 smoke nor allow persons under his or her control to smoke in those parts of the Common Property that the Corporation or the Managing Agent may designate as non-smoking areas from time to time;
- 12.10 mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the consent of the Corporation;
- 12.11 damage or interfere with any lawn, garden, tree, shrub, plant or flower on the Common Property;
- 12.12 use any portion of the Common Property for his or her own purposes as a garden;
- 12.13 consume or permit persons under his or her control to consume beverages or food or take glassware onto the Common Property, unless such beverages or food is to be consumed only on the Recreation Deck located on level 7; or
  - 12.13.1 the consumption of alcohol or food or the taking of glassware onto the Common Property Raised Pool Area located on Level 7 is strictly prohibited.
- 12.14 throw, roll or discharge any stone, substance or missile to the danger of any person or animal on the Common Property.
- 12.15 remove any mail, or deliveries not addressed to, or without express permission of the addressee or lawful owner from any part of the Common Property including the mail room and lobby area.
  - (a) interfere with, remove or tamper with any storage facility, mail box, legally parked motor vehicle or belongings not specifically owned by them, whether in transit, storage or waiting collection.

**13. Security of Common Property**

A lotholder or Occupier of a Lot must not do anything which *may* prejudice the security or safety of the Common Property.

**14. Notification of Defects**

A Lotholder or Occupier must promptly notify the Corporation or the Managing Agent on becoming aware of any damage to or defect in the Common Property.

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**15. Compensation to Corporation**

A lotholder or Occupier will compensate the Corporation for any damage to the Common Property or personal property vested in the Corporation caused by that Lotholder or Occupier or his or her respective tenants, licensees or invitees or caused by any pets owned by, cared for or associated in any way whatsoever with that Lotholder or Occupier.

**16. Restricted Use of Common Property**

The Corporation may take all reasonable steps to ensure the security and to preserve the safety of the Common Property from fire or other hazards and without limitation may:

- 16.1 close off any part of the Common Property not required for access to a Lot or a parking space on either a temporary or permanent basis or otherwise restrict the access to or use by Lotholders or Occupiers of any part of the Common Property;
- 16.2 permit, to the exclusion of Lotholders and Occupiers, any designated part of the Common Property to be used by any security person, firm or company as a means of monitoring the security and general safety of the Lots, either solely or in conjunction with other Lots; and
- 16.3 restrict, by means of a Security Key, the access of Lotholders or Occupiers of one level of the Community Parcel to any other level of the Community Parcel.

**PART 5 - USE OF COMMUNITY LOTS**

**17. Good Repair**

A Lotholder must:

- 17.1 maintain the Lot in good repair;
- 17.2 carry out any work ordered by a council or other public authority in respect of the Lot;
- 17.3 carry out work required by the Corporation in respect of the Lot;
- 17.4 maintain and repair any tiling on the Lot balcony and, if applicable, any tiling in the bathroom and kitchen of the Lot; and
- 17.5 keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot including all parts of the balcony that comprise Common Property, unless:
  - (a) the Corporation resolves that it will keep the glass or specified party of glass clean; or
  - (b) that glass or part of the glass cannot be accessed by the Lotholder safely or at all.

**18. Use of lot**

A person bound by these by-laws:

- 18.1 must not use the Lot, or permit the Lot to be used, for any unlawful purpose;

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- 18.2 must not do, permit or cause on or about the Lot, any act, matter or thing whatsoever which is or may, in the opinion of the Corporation, be a nuisance or an offence under any Act of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being in force;
- 18.3 must allow the Corporation access to the Lot for the purpose of carrying out maintenance;
- 18.4 must pay all rates, taxes, charges, outgoings and assessments in respect of his or her Lot as they become due and payable;
- 18.5 must, subject to the Act and these by-laws, notify the Corporation of any repairs and maintenance required to his or her Lot;
- 18.6 must, if requested by the Corporation, entrust any repairs and maintenance to the Corporation and shall pay the Corporation's reasonable costs incurred therewith;
- 18.7 must ensure that the interior of windows in the Lot and the exterior of windows leading on to the balcony are kept clean and free of stickers, transfers and similar items which are visible from the exterior of the Lot;
- 18.8 must clear its mailbox of all material at least once every 7 days or arrange for someone else to do so if the Lotholder is absent or unable to do so for more than 7 days. If the Lotholder fails to comply with this by-law, the Corporation may remove such material at the expense of the Lotholder;
- 18.9 must not change the use or alter the character of the Lot or make or permit to be made any additions or alterations of any kind in or to the Lot unless the said person has complied with the provisions of by-law 19;
- 18.10 must not do or omit any act, matter or thing which may interfere with or impede any fire, security or other safety doors in any way and, without limiting the generality of the foregoing, the lotholder or Occupier shall ensure that all fire, security and garage doors are kept locked or secure in an operational state (as the case may be) when not in immediate use;
- 18.11 must take every reasonable precaution when watering plants or flower boxes on any balcony of the Lot to prevent water overflowing upon any other Lot or Lot Subsidiary or the Common Property;
- 18.12 must surrender all Security Keys belonging to the Lot or the Building to the Corporation on the sale of the Lot and secure the same undertaking from any tenant on the termination of any tenancy;
- 18.13 must not use a hose or high pressured water spraying device to clean the balcony of the Lot;
- 18.14 must take every reasonable precaution to prevent items from blowing or dropping off the balcony of the Lot;
- 18.15 must ensure compliance with fire laws in respect of the Lot; and
- 18.16 must not breach the fire regulations by installing unapproved dead leeks or peep holes that would void the Corporation's insurance policy.



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**19. Renovation and Refurbishment of Lots**

19.1 A Lotholder or Occupier shall not perform or carry out any refurbishment, renovation, alterations or additions to or upon the Lot unless:

- (a) such person has submitted a proposal for such refurbishment, renovation, alterations or additions to the Corporation for its consideration and referral (at the option of the Corporation) to an architect of its choosing;
- (b) such person has consulted with the architect appointed by the Corporation to advise it in respect of such refurbishment, renovation, alterations or additions and paid to the Corporation the costs incurred by the Corporation of engaging such architect;
- (c) such person has obtained all necessary consents or approvals from any government or statutory authority pertaining to such alterations or additions;  
  
and shall upon request from the Corporation provide the Corporation with a copy of any such consents or approvals;
- (d) such person obtains the consent of the Corporation at least fourteen (14) days before the commencement of such refurbishment, renovation, alterations or additions; and
- (e) such person has made prior arrangements with the Corporation in relation to permitting persons such as workers to enter the Lot and ensures that such workers have appropriate current public liability insurance cover.

19.2 The Lotholder shall ensure that:

- (a) all work is carried out strictly in accordance with the provisions of the consents granted by the Corporation and any government or statutory authority;
- (b) all work is undertaken by qualified tradespeople in a proper and workmanlike manner;
- (c) all work is undertaken only between the hours of 8:00am and 5:30pm on Mondays to Saturdays other than public holidays;
- (d) adequate precautions have been taken to ensure that all Common Property is fully protected against damage;
- (e) any damage caused to the Common Property is rectified to the satisfaction of the Corporation and at the cost of the Lotholder;
- (f) all Common Property areas are left in a clean and tidy condition on the completion of works each day;
- (g) all work is undertaken in such a way so as to cause minimum disturbance or inconvenience to the Lotholders or Occupiers of any other Lots;
- (h) all appropriate insurance cover in an amount nominated by the Corporation against damage to persons and property which may be caused or may arise out of such

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refurbishment, renovation, alterations or additions is effected and shall upon request from the Corporation, provide the Corporation with a copy of such insurance policy or cover;

- (i) the Corporation is able to inspect the work being undertaken from time to time until such work is complete upon reasonable notice of such intended inspections;
- (j) all rubble or refuse arising from the performance of such refurbishment, renovation, alterations or additions must not be disposed of in domestic garbage bins but must be disposed of as directed by the Corporation; and
- (k) where such person proposes to remove and replace the floor covering to the floor of any part of a Lot, and where such person proposes to replace the existing floor covering with a hard surface floor covering, then except where such person has obtained the consent of the Corporation, the person must install an acoustic underlay, which has been approved by the Corporation, between the floor and the hard floor covering.

19.3 For the purpose of this by-law, "refurbishment, renovation, alterations or additions" in relation to a Lot shall, without limiting their generality, include the following:

- (a) the erection, alteration, demolition or removal of a building or structure;
- (b) the alteration of the external appearance of a building or structure;
- (c) the removal of or addition to any structural or Common Property brick or any structural or Common Property concrete wall or slab construction;
- (d) the installation, removal or replacement of any tiling to any balcony, bathroom, laundry or the floors and walls of any other part of the Lot;
- (e) the installation, removal or replacement of any timber flooring, carpets or other floor covering to the floor of any part of the Lot; and
- (f) alterations to any air conditioning, plumbing, electrical, audio system, television, intercom or other service which involves the drilling, cutting or chasing of holes in the walls, floor or ceilings of any part of the Lot

19.4 Save and except for any refurbishment, renovation, alterations or additions expressly authorised pursuant to by law 17 or by-law 19 hereof and performed or carried out in accordance with by-law 19.3, a person bound by these by-laws shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the prior written consent of the Corporation.

## **20. Moving Articles to and from Lots**

The Lotholder or Occupier of a Lot shall comply with and observe the following conditions and restrictions as to delivery or movement of goods or furniture to and from a Lot:

20.1 goods or furniture may be delivered to and from a Lot only through such entrances at such times and in such manner as will ensure minimum interference with persons using the

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entrances or Common Property and will be subject to the prior approval of and must be delivered under the supervision of the Corporation;

- 20.2 goods and/or furniture shall not be delivered or moved to and from a Lot other than with the prior written approval of the Corporation, and in accordance with any directions of the Corporation;
- 20.3 the approval of the Corporation referred to in by-laws 19.1 and 19.2 must be sought at least forty-eight (48) hours prior to the intended delivery or movement of goods and/or furniture to and from a Residential Lot. Approval is to be sought by contacting the Corporation's representative or as otherwise notified by the Corporation in writing;
- 20.4 delivery or movement of goods and/or furniture to and from a Residential Lot is to be completed between 9.00am and 4.00pm on weekdays and between 10.00am and 4.00pm on Saturdays;
- 20.5 delivery or movement of goods and/or furniture to and from a Residential Lot is not permitted on Sundays or public holidays;
- 20.6 the times outlined in by-law 19.4 are subject to the availability of a suitable lift designated by the Corporation;
- 20.7 only the designated lift fitted with protective covers may be used to move goods and/or furniture;
- 20.8 delivery or movement of goods and/or furniture is not permitted through the main entry or foyer of the Building;
- 20.9 goods and/or furniture shall not be left on the Common Property at any time and if so left may be removed by the Corporation at the expense and risk of the Lotholder and the Occupier;
- 20.10 the Lotholder or Occupier is responsible for the cleanliness of and any damage to Common Property including but not limited to the lift, entry foyers, all floor corridors, carpets and walls caused by the act or omission of the Lotholder or the Occupier or their invitees, agents or removalists. An inspection will be completed at the conclusion of the movement or delivery of goods or furniture by a representative of the Corporation and an account rendered to the Lotholder or Occupier for any repairs or cleaning required as a result of such act or omission;
- 20.11 care must be taken to ensure that any fire sprinkler heads are not struck by any object whatsoever. The Lotholder or Occupier of a Lot will be responsible for any resulting alarm and call-out charge;
- 20.12 moving trucks are permitted to park in the loading zone designated by the Corporation only for the purpose of facilitating the delivery or movement of goods and/or furniture. The loading zone shall be reserved for the Lotholder or Occupier upon request (subject to availability);
- 20.13 if the Lotholder or Occupier intends to engage a removalist, a copy of the removalist's Public Liability Certificate of Currency must be provided to the Corporation prior to the date of engagement. A failure to provide the professional removalist's Public Liability Certificate will result in the removalist being prohibited from entering the Building;
- 20.14 the Lotholder or Occupier must advise the removalist of the following requirements:

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- (a) the removalist must advise the reception staff of its arrival on such contact number as shall be made available or as otherwise directed by the Corporation prior to commencing delivery or movement of goods and/or furniture;
- (b) vehicles must be parked in the loading zone designated by the Corporation and must not block any road way; and
- (c) furniture or goods must not be stacked or placed against the lift doors, in the main entry foyer, or rear lobby or in any Common Areas on any level of the Building;
- (d) where possible, removalists should take cardboard boxes and packing away with them. The Lotholder or Occupier of the Lot must otherwise ensure that all cartons and packing are deposited in the refuse areas provided;
- (e) the lift, entry foyers, all floor corridors, carpets and walls must be left in a clean and tidy condition after delivery or movement of goods or furniture is complete;
- (f) care must be taken to ensure that any fire sprinkler heads are not struck by any object; and
- (g) nothing is to be placed in front of stairwell entrances, service cupboards or fire doors.

## **21. Pets and Animals**

- 21.1 Lotholder or Occupier may keep a small household animal in his or her Lot without the consent of the Corporation provided always that the Lotholder or Occupier must:
  - (a) do all things as is reasonably necessary to care and provide for the animal;
  - (b) keep the animal under control at all times and minimise any noise made by the animal; and
  - (c) must comply with all statutory requirements and regulations in respect of the animal.
  - (d) A Lot holder or Occupier is not permitted to take any pets or animals under their control onto any part or section of the Level 7 Recreation level (except those pursuant to By-Law 25.5) or leave any pet or animal under their control un-attended or tethered on any part of the Community Parcel.
- 21.2 A Lotholder or Occupier must not keep any animal in his or her Lot (other than an animal which is permitted by the Act or by-law 21.1) unless the written consent of the Corporation has been obtained.
- 21.3 If my animal causes a nuisance, the Corporation may give notice to the Lotholder or Occupier to remove the animal from the Lot or the Common Property (or both). The Lotholder or Occupier must remove the animal from the Lot or Common Property immediately upon receipt of the notice from the Corporation.
- 21.4 A Lotholder or Occupier must ensure that any animal in his or her control does not urinate or defecate on the Common Property.
- 21.5 Nothing in this by-law shall:

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- (a) prevent or prohibit a Lotholder or Occupier of a Lot who has a disability from keeping a relevant animal on the Lot or restrict the use of a relevant animal if the relevant animal is trained to assist the Lotholder or Occupier in respect of that disability; nor
  - (b) prevent a visitor to the Community Parcel who has a disability from using a relevant animal trained to assist the visitor in respect of that disability,
- 21.6 Nothing in this by-law shall permit a Lotholder or Occupier to keep an animal in his or her Lot which is a "guard dog" or a "prescribed dog" pursuant to the *Dog & Cat Management Act 1995 (SA)* (as may be amended from time to time).
- 21.7 For the purposes of this by-law:
  - (a) assistance animal has the same meaning as in the *Equal Opportunity Act 1984 (SA)*;
  - (b) relevant animal means an assistance animal and a therapeutic animal;
  - (c) small household animal shall mean and include (but is not limited to) household dogs and cats (of such breed which is unlikely to exceed 10kg once fully grown), household birds, fish and reptiles; and
  - (d) therapeutic animal has the same meaning as in section 88A of the *Equal Opportunity Act 1984 (SA)*.

## **22. Leasing**

- 22.1 Where a Lotholder leases a Lot, the Lotholder must:
  - (a) Inform the Corporation of the identity of the lessee and the essential terms and conditions of the lease;
  - (b) provide a copy of these By-Laws to the relevant lessee and ensure that the lessee is bound, via the terms of the lease, to comply with these By-Laws.
- 22.2 A Lotholder or Occupier must not lease his or her Lot for Commercial Purposes.
- 22.3 The Corporation must keep confidential at all times any information it receives pursuant to this By- Law about any lessee or Occupier of a Lot, including the terms of any lease between a Lot holder and its lessee or Occupier.
- 22.4 A Lotholder or Occupier must not without the Corporation's written authorisation lease the Lot or part thereof, or grant a right of occupation in respect of the Lot or part thereof for valuable consideration for a period of less than two months.

## **23. Change in Ownership**

A Lotholder must Immediately notify the Corporation of any change in ownership of the Lot. any change in address of a Lotholder or any change in the occupancy of the Lot.

## **24. Sale of Lot**

A person bound by these by-laws:

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- 24.1 shall ensure that, in the event that a Lot is to be sold by auction, that the auction must take place outside the Community Parcel or wholly within the Lot so as to not cause a disturbance to other persons on the Community Parcel;
- 24.2 must not display or permit any signs advertising the sale of the Lot to be placed on or in the Community Parcel; and
- 24.3 must not interfere with or compromise the security system of the building when conducting an open inspection of the Lot.

**25. Right to enter a Lot**

The Corporation shall be permitted by each Lotholder or Occupier and shall have the right between 9am and 5pm on any business day and upon giving the lotholder or the Occupier not less than seven (7) days' notice (except in cases of emergency when no such notice shall be required), to enter upon a Lot for the purpose or in the course of carrying out the functions or duties of the Corporation or exercising its powers which, without limiting the generality of the foregoing, shall be deemed to include the power:

- 25.1 to inspect a Lot;
- 25.2 to carry out maintenance repairs or work; and

to enter upon and inspect any part of a Lot for the purpose of ensuring that the Act and these by-laws are being observed.

**26. Observance of By-laws**

- 26.1 Where these by-laws restrict the behaviour or activity of a Lotholder or Occupier there shall also be imposed upon that Lotholder or Occupier an obligation not to permit that behaviour or activity by any other person.
- 26.2 A. Lotholder or Occupier shall take all reasonable steps to ensure that his or her visitors or invitees comply with the provisions of these by-laws and in the event of his or her inability for any reason to ensure such compliance by any such visitor or invitee, he or she shall thereupon ensure that such visitor or invitee leaves the Community Parcel.
- 26.3 The Lotholder of a lot which is the subject of a lease or licence agreement or is otherwise occupied by a party other than the Lotholder shall take all reasonable steps, including any action available to him or her under any lease, licence or other agreement, to ensure that any lessee or licensee or other occupier of the lot or their visitors or invitees comply with the provisions of these by-laws and without limiting the generality of the foregoing shall:
  - 26.3.1 ensure that it shall be a term of every such lease, licence or other agreement that the lessee or licensee or other occupier of the lot complies with the provisions of these by-laws;
  - 26.3.2 provide every lessee or licensee or other occupier of the lot with a copy of these by-laws and shall in addition ensure that in the event that any such lease, licence or other agreement shall be in writing that a copy of these by-laws is annexed hereto; and

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26.3.3 provide to the Corporation on request the name, address and any contact telephone or facsimile numbers of any lessee, licensee or other occupier of the lot.

**27. Indemnity and Release**

A person bound by these by-laws shall:

27.1 indemnify and forever hold harmless the Corporation from and against all and any actions, claims, demands, losses, damages, costs and expenses for which the Corporation shall or may become liable in respect of or arising out of any loss or injury personal or in respect of property (suffered by any person in or about the Lot or Common Property) except and to the extent that such loss or injury was caused or contributed to by the negligence of the Corporation; and

27.2 occupy, use and keep a Lot at the risk in all things of the Lotholder and the Lotholder hereby releases to the full extent permitted by law the Corporation from any and all claims, demands and damages of every kind resulting from any accident, damage or injury occurring therein 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 any servant or agent of the Corporation.

**28. Corporation may make Rules**

The Corporation or the Managing Agent may make rules relating to the Common Property not inconsistent with these by-laws and they shall be observed by the Lotholders and his or her tenants, servants, agents, guests, employees, invitees or licensees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Corporation.

**29. Removal of Persons**

The Corporation may remove any person from a part of the Community Parcel who is found committing a breach of a by-law in that part.

**30. Letting Services**

The Corporation may enter into an agreement granting to a third party the right to conduct a letting service business from within the Community Parcel and for all other ancillary services on such terms and conditions as may be approved by the Corporation acting reasonably (including without limitation the right for the Developer to sell, assign, lease or licence such letting service business to any third party at its discretion).

**31. Window Coverings**

31.1 A Lotholder or Occupier may install window furnishings to the interior of any windows in accordance with any one of the following three (3) specifications without the need to obtain the consent of the Corporation:

(a) Sunscreen Roller Blind

Manual, chain operated or motorised in the same or similar colour as the window coverings installed in its Lot by the Developer.

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(b) Blackout Roller Blinds

Manual, chain operated or motorised in the same or similar colour as the window coverings installed in its lot by the Developer.

(c) Manual operated or motorised curtains in the same or similar colour as the blinds installed by the Developer. Particularly the back (or that which faces out) must be full block-out material and the same or similar colour as the existing blinds. The curtain/s must be invisible from outside. The curtains when closed must only be done so when the blind is down. The curtain/s when drawn or open, must be hidden behind a blind or where possible a full block-out window.

- 31.2 Window treatments which do not meet the above description must not be installed except with the prior written consent of the Corporation and if installed without such consent must be removed immediately upon demand by the Corporation to do so.

**32. Lease of Common Property**

Subject to the provisions of the Act, the Corporation may grant a lease, licence or permit of a portion of, or grant or extinguish easements, easements of support, rights of way, encumbrances or the like, and enter into management agreements or other agreements over the Common Property on such terms and conditions as the Corporation deems appropriate in favour of one or more Lotholders, Occupiers, telecommunication companies (including without limitation for mobile phone or other telecommunications towers, equipment and facilities and the like) or other businesses and members of the public including without limitation Lotholders of Commercial Lots and other occupiers of the Site.

**33. Lease of Community Lot**

- 33.1 Subject to the provisions of the Act, the Corporation may take a lease, or licence of the whole of or a portion of any Community Lot (whether a Residential Community Lot or a Commercial Community Lot) (**Leased Lot**) for the purposes of providing services or facilities or any other function as may be deemed appropriate by the Community Corporation for the use, enjoyment or benefit of the Lotholders, Occupiers and visitors and on such terms and conditions as the Corporation deems appropriate.
- 33.2 Leased Lot(s) will be deemed to form part of the Common Property for the term of the relevant lease and any renewed term or period of holding over and these by-laws apply to the Leased Lot(s) as though the leased Lot(s) formed part of the Common Property.
- 33.3 The Corporation must comply with all terms and conditions of any relevant lease and the Corporation may make such rules as it considers appropriate in relation to the use of the Leased Lot(s), subject to the relevant lease.
- 33.4 The Corporation will be liable for the management, maintenance and operation of the Leased Lot(s) and any expenses, fees, costs and charges in relation to the Leased Lot(s) (including but not limited to rent and outgoings payable to the owner of the Lot and expenses, fees, costs and charges in relation to the management, maintenance and operation of the leased Lot(s)) will be recovered from the owners of the Lots as contributions pursuant to the Act.



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## **PART 6 - GENERAL**

### **34. Insurance**

- 34.1 Each Lotholder must effect their own third party property, bodily injury and public risk insurance on the lot extending to cover any person occupying the Lotholder's Lot.
- 34.2 The policy of insurance to be effected by each Lotholder must be issued by a reputable company approved by the Corporation and extend to those risks the Corporation in its absolute discretion may require, the minimum requirement being that such a policy of insurance shall give cover for loss or damage to property or person of third parties to a minimum of \$10,000,000 in respect of any one accident or event which sum shall be increased as reasonably directed by the Corporation or the Managing Agent from time to time.
- 34.3 Each Lotholder must supply the Corporation with proof of insurance by providing a copy of the Lotholder's current receipted insurance schedule or policy on request.
- 34.4 The Corporation shall effect such insurance of the Common Property as is required under the Act including:
  - (a) building and other improvements on the Common Property for their full replacement value; and
  - (b) public liability in the sum of no less than \$10,000,000.00 in respect of any one accident or event which sum shall be increased as reasonably directed by the Corporation or the Managing Agent from time to time.
- 34.5 The Corporation shall also effect insurance for all buildings and/or improvements within the Community Parcel for their full reinstatement value.
- 34.6 Each Lotholder shall be responsible for their proportion of the insurance of the Common Property and any building on the Community Parcel taken out by the Corporation.
- 34.7 Each Lotholder must not permit any of their invitees to do anything that may prejudice, void or increase any premium payable under insurance effected by the Corporation.
- 34.8 The Corporation will ensure that sufficient funds are obtained for the contributions payable by the Lotholders to enable payment of the premium for the policy of insurance effected by the Corporation.

### **35. Corporation's Rights and Powers - Unpaid Levies**

- 35.1 A Lotholder (which includes a corporation and a mortgagee in possession) must pay on demand:
  - (a) the whole of the Corporation's costs and expenses (including solicitor's and own client costs) incurred in recovering levies or money levied upon that Lotholder's Lot by the Corporation pursuant to the Act or pursuant to the by- laws; and
  - (b) any costs that are ordered to be paid by the Lotholder to the Corporation by any court, tribunal or body with authority to order the payment of costs.

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- 35.2 If the Lotholder does not pay such costs and expenses after demand is made for them, the Corporation may take action to recover them in any court of competent jurisdiction provided that in respect of the Corporation and party costs, the Corporation complies with any procedure for the taxation and recovery of costs provided for in the rules of the court, tribunal or other body which orders payment of costs in favour of the Corporation. The Corporation may also enter any costs payable to it as referred to in by-law 35.1 against the levy account of the Lotholder's Lot and note the amount of such costs on any certificate issued in respect of the Lot pursuant to the Real Property Act.
- 35.3 If a contribution levied under the Act is unpaid 30 days after it falls due for payment, the amount of the unpaid contribution will bear interest at a rate of 2% above the 90 day bank bill rate charged by the Corporation's bank, unless otherwise determined by ordinary resolution at a general meeting. At the discretion of the Corporation, any Managing Agent has discretion to write off interest to a limit to be determined by the Corporation from time to time.
- 35.4 If, when a person becomes the Lotholder of a Lot, another person is liable in respect of the Lot to pay interest on a contribution, the Lotholder is jointly and severally liable with that other person for the payment of the interest.
- 35.5 The amount of any interest is recoverable by the Corporation as a liquidated debt.
- 35.6 If the Corporation spends money to make good damage caused by a breach of the Act, or of these by-laws by any Lotholder or the tenants, occupiers, guests, servants, employees, children, invitees or licensees of the Lotholder, the Corporation may recover the amount spent as a debt in an action in any court of competent jurisdiction from the Lotholder of the Lot at the time when the breach occurred.

### **36. Services**

Notwithstanding any implication or rule of law to the contrary, the Corporation shall not in any circumstances be liable to the Lotholder for any loss or damage suffered by the Lotholder for any malfunction, failure to function or interruption of or to the water, gas, electricity, power, telephone or other services to the lot or for the blockage of any sewers, wastes, drains, gutters, downpipes or stormwater drains from any cause whatsoever.

### **37. Sinking Fund**

- 37.1 The Corporation may establish a Sinking Fund to fund the provision of major items of repair or maintenance to the Community Parcel.
- 37.2 The Corporation must advise the Lotholders in writing of the establishment of any such Sinking Fund and of the contribution to be made by the lotholder.
- 37.3 The following provision shall apply to any Sinking Fund established under this by-law 37:
- (a) the Corporation will establish a separate fund for such monies and all monies paid by the Lotholder in this regard will be paid into that fund;
  - (b) that fund or so much of the balance standing to the credit of that fund as remains unexpended from time to time for a purpose for which the fund was established will be held by the Corporation in a separate interest bearing account; and

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- (c) any amounts paid by the Corporation to the credit of that fund, and the net interest earned by the Corporation on that fund, will not be applied by the Corporation for any purpose other than payment of outgoings for which the fund was established.

### **38. Complaints and Applications**

Any complaint or application to the Corporation must be addressed in writing to the Managing Agent, or where there is no Managing Agent, the secretary of the Corporation.

### **39. Security Keys**

- 39.1 The Corporation will determine the number of Security Keys it provides to each Lot free of charge, if any.
- 39.2 The Corporation may charge a reasonable fee for any additional Security Key required by a Lotholder.
- 39.3 A Lotholder must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must take all reasonable precautions, including without limitation an appropriate stipulation in any lease or licence of a Lot to the Occupier, to ensure the return of the Security Key to the Lotholder or the Corporation.
- 39.4 A Lotholder or Occupier in possession of a Security Key must not, without the Corporation's written consent, duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost and is not disposed of otherwise than by returning it to the Corporation.
- 39.5 A Lotholder or Occupier must promptly notify the Corporation if a Security Key issued is lost or destroyed.

### **40. Recreation Area**

- 40.1 The Recreation Area will be available for the use of all owners and Occupiers of Residential Lots.
- 40.2 The Corporation may make rules in relation to the use of the Recreation Area.
- 40.3 The Corporation may enter into agreements with third parties for the management, maintenance, replacement and operation of and the provision, licensing, leasing and/or hire of goods, services and equipment to the Recreation Area (including without limitation agreements relating to the swimming pool and the gymnasium plant and any associated plant and equipment), on such terms as the Corporation considers appropriate (**Agreements**) and may incur various expenses, fees, costs and charges in relation to the management, maintenance, replacement and operation of the Recreation Area including the costs of the provision, licensing, leasing and/or hire of goods, services, plant and equipment (**Outgoings**).
- 40.4 The Corporation may grant the owners and/or Occupiers of Residential Lots licences to access and use the Recreation Area on such terms as the Corporation considers appropriate (**Licences**). Without limiting the foregoing, the Corporation may grant the Licences on the basis that no fee is charged for the use of and access to the Recreation Area and instead a contribution is required from the owners and/or Occupiers of Residential Lots towards the Outgoings.

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- 40.5 Subject to the terms of the Agreements and Licences, the Corporation may make rules in relation to the access to and use of the Recreation Area.
- 40.6 A Lotholder or Occupier of a Lot must not breach nor permit persons under his or her control to breach the rules as stipulated from time to time by the Corporation in respect of the use of and access to the Recreation Area.
- 40.7 A Lotholder or Occupier of a Lot must wear appropriate clothing and suitable footwear when using the Recreation Area. Dry swimming apparel is to be worn outside the swimming pool area. All equipment in the gymnasium must be used with a towel and wiped down after use.
- 40.8 No visitor, client or guest of a Lotholder or Occupier may enter or use the Recreation Area unless accompanied by a Lotholder or Occupier of a lot or the manager of the Recreation Area (if one has been appointed) pursuant to this by law.
- 40.9 A lotholder or Occupier of a Lot must not do anything that will prejudice the use of the Recreation Area by the owners and/or Occupiers of Residential Lots between the hours specified below subject to any temporary closures for cleaning, maintenance, repairs or other necessary works.

Gymnasium: 6 am to 10 pm daily

Swimming Pool: 6 am to 10 pm daily

Deck and BBQ area: 6 am to 10 pm daily

#### **41. Encroachment**

- 41.1 The Developer has constructed a canopy on the ground level of the Building (being the area marked "Canopy" on the Community Plan) which forms part of the Building, comprises part of the Common Property on the Community Parcel and encroaches over portion of King William Street and Holland Street Adelaide as marked on the Community Plan (**Encroachment**).
- 41.2 The Encroachment forms part of the Common Property and this Scheme Description applies to the Encroachment as though the Encroachment formed part of the Common Property.
- 41.3 The Encroachment may be subject to a licence from the Adelaide City Council (**Council**) under the Local Government Act, which licence will be maintained by the Corporation.
- 41.4 The Corporation may make such rules as it considers appropriate in relation to the use, management and operation of the Encroachment, subject to any licence entered into with Council.
- 41.5 The Corporation must, at its own cost and expense:
- (a) comply with any conditions imposed by Council in respect of the Encroachment including but not limited to effecting and maintaining any insurance policies required by Council;
  - (b) must repair, replace, clean and maintain the Encroachment in a good, structurally sound and water tight condition; and

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- (c) attend to the management and operation of the Encroachment, (collectively **Encroachment Obligations**).

- 41.6 The Corporation may enter into agreements with third parties for the purposes of complying with its Encroachment Obligations on such terms as the Corporation considers appropriate (**Encroachment Agreements**).
- 41.7 Any expenses, fees, costs and charges incurred by the Corporation of and incidental to compliance with its Encroachment Obligations or associated with any Encroachment Agreements (including but not limited to the costs of the provision, licensing, leasing and/or hire of goods, services, plant and equipment) will be recovered from the owners of the Lots as contributions pursuant to the Act.

#### **42. Permits**

- 42.1 In any by-law of the Corporation, unless the contrary intention is clearly indicated, the words "the consent of the Corporation" means the permission of the Corporation given in the form of a written permit.
- 42.2 The Corporation shall have the power to grant permits in its absolute discretion (unless any by-laws provide to the contrary) to any Loholder, Occupier or any other person in respect of any activity in or on the Community Parcel.
- 42.3 The Corporation may attach such conditions to a permit as it thinks fit and may vary or revoke such conditions or impose new conditions by notice in writing to the permit holder.
- 42.4 The Corporation may grant a permit either for a term of up to twelve (12) months or for an identified activity or schedule of activities as it thinks appropriate.
- 42.5 A permit holder shall comply with each and every condition of the permit Each event which is a breach of the permit shall constitute a separate offence under these by-laws.
- 42.6 A permit holder shall pay to the Corporation in advance, such fee as may be determined by the Corporation for the Corporation issuing the permit to the permit holder.
- 42.7 Subject to the terms of the permit, the Corporation may cancel, suspend or revoke the permit at any time by notice in writing to the permit holder.

#### **43. Provision of amenities or services**

- 43.1 The Corporation may by Special Resolution determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the owners or Occupiers of one or more of the lots or to the Corporation:
  - (a) cleaning;
  - (b) garbage disposal and recycling services;
  - (c) security services;
  - (d) communications;

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- (e) telecommunication services (for example, cable television);
- (f) technology; and
- (g) Intranet and internet services.

43.2 If the Corporation makes a Special Resolution referred to in by-law 43.1 to provide a service or amenity to a Lot or to the owner or Occupier of a Lot or to the Corporation, it must indicate in the Special Resolution the amount for which, or the conditions which it will provide the service or amenity.

**44. Elevators**

Without limiting the provisions of by-law 20, elevators installed within the Building must be used only in accordance with the size and weight specifications displayed on the elevator walls by the manufacturer and no Occupier, owner or visitor to the Building may use such elevator contrary to those specifications.

**45. Offences**

A person who contravenes or fails to comply with the provisions of these by-laws is guilty of an offence. The maximum penalty for the breach of any of these by-laws is \$500.00 or such other maximum amount as may from time to time be provided for by Section 34(3)(e) of the Act.

**46. Breach**

Where a person bound by these by-laws has acted in breach thereof and the Corporation has incurred expense in remedying such breach, the Corporation shall be entitled to recover such expense from such person.

**47. Waiver**

No waiver by the Corporation of one breach of any rule, covenant, obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or any other rules, covenants, obligations or provisions herein contained or implied.

**48. Notice**

Any notice required to be served under these by-laws shall be sufficiently served on the Lotholder if sent by email to the email address of the Lotholder as advised by that Lotholder in writing or hand delivered or sent by prepaid post to the address of the Lotholder as advised by that Lotholder in writing and shall be deemed to be sufficiently given:

- (a) in the case of email on the date of transmission by the sender provided that the sender shall not receive a message indicating non receipt of the email;
- (b) in the case of hand delivery on the date of delivery; or
- (c) In the case of prepaid post (2) business days after being sent by prepaid post.

In the event that the Lotholder has not provided an email or postal address to the Corporation, then notice shall be deemed to be sufficient given if left on the Lot addressed to the Lotholder.

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**49. Voting at General Meetings by Lotholders of Residential Lots**

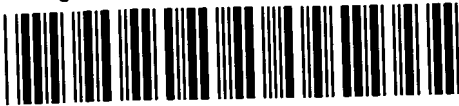
Subject to the Act, the number of votes that may be cast in respect of each Residential Lot on any matter arising for decision at a general meeting of the Corporation is one.

**50. Voting at General Meetings by Lotholders of Commercial Lots**

Subject to the Act, the number of votes that may be cast in respect of each Commercial Lot on any matter arising for decision at a general meeting of the Corporation is 210 votes.

Orig.

**LF 12533201**



16:43 25-May-2016  
2 of 3

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

**LODGEMENT FOR FILING UNDER  
THE COMMUNITY TITLES ACT 1996**

FORM APPROVED BY THE REGISTRAR-GENERAL

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

Prefix
<b>LF</b>
Series No.
<b>2</b>

**BELOW THIS LINE FOR AGENT USE ONLY**

AGENT CODE

Lodged by: *Piper Alderman* **PIAL**

Correction to: Piper Alderman **PIAL**

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

- 1.....
- 2.....
- 3.....
- 4.....

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

ITEM(S)	AGENT CODE

PICK-UP NO.	
CP	

CORRECTION	PASSED <i>MM</i>
FILED <b>1/6/2016</b> <i>Mark McNeil</i> <b>PRO REGISTRAR-GENERAL</b>	





**DEVELOPMENT APPLICATION - 020/C002/16**

**Planning Conditions**

1. That except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and plans submitted in Development Application No 020/C002/16:
  - a. Alexander & Symonds Pty Ltd Reference A111413COM1(D) Sheets 1- 12 dated 18/12/2015
  - b. Email from Craig McRostie regarding notation of plans dated 6/04/2016

**Land Division Requirements**

2. 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.

**ADVISORY NOTES:**

- a. The development must be substantially commenced or application for certificate made within 12 months of the date of this Notification, unless this period has been extended by the Development Assessment Commission.
- b. The authorisation will lapse if not commenced within 12 months of the date of this Notification.
- c. The applicant is also advised that the final land division certificate must be obtained from the Development Assessment Commission to complete the development within 3 years of the date of the Notification unless this period is extended by the Commission.



Simon Neldner

**TEAM LEADER – REGIONAL AND OUT OF COUNCILS**  
*as delegate of the*  
**DEVELOPMENT ASSESSMENT COMMISSION**

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SCHEME DESCRIPTION  
Development No. 020/C002/16

# COMMUNITY TITLES ACT 1996

## SCHEME DESCRIPTION

COMMUNITY PLAN NO. 40515

FOR

"Vue on KWS"

411-427 King William Street Adelaide SA 5000

## Form 10

Sections 30(1)(ia), 31(3)(ab), 34(2)(e), 39(5a), 47(2)(ka), 50(7)(a)

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.



Anthony Robert Britten-Jones, Lawyer of Level 16, 70 Franklin Street Adelaide SA 5000

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SCHEME DESCRIPTION  
Development No. 020/C002/16

**COMMUNITY SCHEME DESCRIPTION  
COMMUNITY PLAN NO. 45015**

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SCHEME DESCRIPTION  
Development No. 020/C002/16

1. **Definitions/Interpretation**

In this Scheme Description:

- 1.1 A term which is defined by the Act has the definition given to it in the Act;
- 1.2 **Act** means the *Community Titles Act 1996*;
- 1.3 **Building** means the twenty-seven level building comprising apartments and commercial premises, together with any associated balconies, courtyards and common property;
- 1.4 **Common Property** means the Common Property created by the Community Plan;
- 1.5 **Community Parcel** means the whole of the land comprised in Certificate of Title Register Book Volume 5795 Folio 64;
- 1.6 **Community Plan** means Community Plan No. 40515;
- 1.7 **Corporation** means Community Corporation No. 40515 Incorporated;
- 1.8 **Developer** means Vue on KWS Pty Ltd ACN 165 101 655 and includes any related body corporate (as defined by the Corporations Act 2001) of the foregoing entity that is or becomes involved in the Development and/or the Project, as the case may be;
- 1.9 **Development** means the development of Community Lots in accordance with paragraph 5 and development of the Common Property in accordance with paragraph 6;
- 1.10 **Development Approval** means the approval as amended or varied from time to time granted under the *Development Act 1993* by the Development Assessment Commission as the relevant development authority pursuant to Development No. 020/C002/16;
- 1.11 singular includes plural and plural includes singular; and
- 1.12 headings do not affect interpretation.

2. **Identification of the Community Parcel, Community Lots and Common Property**

- 2.1 The Community Parcel and the Community Lots and Common Property into which the parcel is to be divided the whole of the land contained in Certificate of Title Register Book Volume 5795 Folio 64 being the property located at 411-427 King William Street Adelaide South Australia and known as "Vue on King William".

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- 2.2 The community plan is a primary plan to divide the Community Parcel into 212 community lots (**Community Lots**) comprising residential premises (**Residential Community Lots**) and commercial premises (**Commercial Community Lots**) and Common Property.
- 2.3 There are no development lots.
3. **Purposes for which the Community Lots and Common Property may be used**
- 3.1 The Residential Community Lots shall be used for residential purposes and storage and car parking associated with residential use.
- 3.2 Commercial Community Lots
- (a) The fitout of the Commercial Community Lots shall be designed in accordance with quality design principles and be comprised of good quality materials which are installed in a professional and tradesman-like manner.
  - (b) The Commercial Community Lots shall not be used for:
    - (i) residential purposes; or
    - (ii) any noxious, noisy, dangerous, immoral or offensive use, purpose, or activity (having regard to the nature of the business and the noise generally expected from the business); or
    - (iii) any purpose or activity which may cause unreasonable annoyance, nuisance, damage or disturbance to any persons who occupy or own any other Commercial Community Lot or Residential Community Lot or which may adversely impact on, affect or detract from the presentation and regulation or the use and enjoyment of the Building by the owners or occupiers of the Community Lots and the general public (having regard to the nature of the business and the times and hours such business is permitted to and are normally open and the noise generally expected from the business).
  - (c) The business(es) conducted from any Commercial Community Lot shall be entitled to:
    - (i) operate during the times and subject to the conditions of the liquor licences (if any) in respect of the Commercial Community Lot imposed by the Commissioner of Liquor and Gaming (or any authority with similar powers) and otherwise in accordance with any laws governing the trading hours of such businesses;

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- (ii) engage in activities within or ancillary to the ordinary course of their business(es) without interference from the Corporation or any owner or occupier of a Lot,

**PROVIDED THAT** the Commercial Community Lots are only used for reputable quality commercial purposes and subject always to paragraphs 3.2(a) and (b).

- (d) For the avoidance of doubt, nothing in this paragraph 3.2 prohibits the by-laws and/or the Corporation from containing or giving reasonable directions or making reasonable rules in regard to security of the Community Parcel, safety of Lot owners and occupiers and their visitors, presentation, cleanliness and the standard of repair of the Commercial Community Lots and anything else which by-laws are permitted to regulate under the Act.

3.3 The Common Property is intended to be used for the purpose of providing:

- (a) access to the Community Lots and lot subsidiaries including entrance areas, walkways, ramps, driveways, passages and stairways;
- (b) lobby;
- (c) elevators and elevator shafts;
- (d) loading facilities;
- (e) garbage disposal and recycled green waste facilities;
- (f) storage areas and mail boxes;
- (g) car parks and visitor parking;
- (h) gymnasium;
- (i) swimming pool;
- (j) toilets and change rooms;
- (k) rooftop garden and BBQ;
- (l) pump rooms;
- (m) fire control;

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- (n) airlocks and ducts;
- (o) communications rooms;
- (p) service infrastructure;
- (q) signage;
- (r) service areas including a storm water interceptor system;
- (s) services including meter reading, repairs and maintenance; and
- (t) for other uses approved by the Corporation from time to time.

**4. Standard of Buildings and Other Improvements**

- 4.1 For the standard of buildings and other improvements to be erected or made by the Developer, refer to clauses 5 and 6 of this Scheme Description.
- 4.2 Any additional buildings or improvements, or alterations or additions to existing buildings or improvements, or replacement of existing buildings or improvements, whether on Community Lots or Common Property, shall be located, designed and constructed in a manner and to a standard consistent with the buildings and improvements undertaken by the Developer.

**5. Development of Community Lots**

- 5.1 The Developer has developed a twenty seven (27) level building on the Community Parcel and developed the Common Property in accordance with the Development Approval.
- 5.2 The standard of the work performed and the materials used on the Community Lots will be a fair average standard or such higher standard as the Developer, in its absolute discretion, has determined.

**6. Development of the Common Property**

- 6.1 It is intended that the Common Property will be comprised of any one or more of the following:
  - (a) the external structures of the Building constructed on the Community Parcel;

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- (b) walkways, stairways, driveways, pathways, passages, mail boxes, visitor carpark, bicycle storage areas, w/c facilities and entrance areas for access to the Community Lots and lot subsidiaries;
- (c) elevators and elevator shafts;
- (d) garbage disposal and recycled green waste facilities and other waste facilities;
- (e) a stormwater interceptor system and pump out system;
- (f) sewer pumps;
- (g) signage;
- (h) hot water system(s);
- (i) storage areas including but not limited to storage for services, plant and equipment;
- (j) transformer vault room area in the basement and associated areas on the ground floor for electricity supply purposes;
- (k) communications room area on the ground floor;
- (l) main switchboard area on the ground floor;
- (m) pump room area on the ground floor;
- (n) lobby area on the ground floor;
- (o) swimming pool area on the seventh floor;
- (p) gymnasium area on the seventh floor;
- (q) male and female change rooms and associated facilities on the seventh floor;
- (r) deck, rooftop garden and BBQ area on the seventh floor;
- (s) roof terrace on the twenty-seventh floor;
- (t) common landscape areas;
- (u) provision for service infrastructure including but not limited to fire hydrant, fire stairs, fire booster cabinet and water meter; and



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(v) lighting on the Common Property.

6.2 The Developer intends to construct the improvements referred to in clause 6.1 on the Common Property. Any such construction shall be in accordance with the Development Approval.

6.3 The standard of the work to be performed and the materials to be used on the Common Property will be a fair average standard or such higher standard as the Developer, in its absolute discretion, may determine and such works (if undertaken by the Developer) will be undertaken prior to the expiry of the Development Approval or granted extensions thereof.

6.4 The Developer shall be under no obligation to further develop the Lots or Common Property once the Development has been substantially completed.

**7. Conditions of Development Imposed Pursuant to the Development Act 1993**

The division of the Community Parcel and construction of the building are subject to conditions imposed by the relevant development authority pursuant to the Development Approval.

These conditions are annexed.

**8. Other Important Features of this Scheme**

**8.1 Telecommunications Leases**

A portion of the roof may be leased to:

- (a) telecommunications service providers for the erection, maintenance and operation of mobile phone and other telecommunications towers, networks, services, facilities, plant and equipment and associated purposes; and/or
- (b) owners of Lots and/or occupiers of Lots for the purpose of erecting, maintaining and operating communications equipment, telecommunications equipment and/or television receiving devices that the Lotherder and/or occupier may require.

**8.2 Recreation Area**

- (a) A portion of the Common Property on the seventh floor of the Building is to be used as a gymnasium, swimming pool, rooftop garden, deck and BBQ area (**Recreation Area**).

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- (b) The Recreation Area will be made available for use by any owner or occupier of a Residential Community Lot.
- (c) The Corporation may enter into agreements with third parties for the operation, management, maintenance, replacement of and the provision, licensing, leasing and/or hire of goods, services and equipment (including without limitation agreements relating to the swimming pool and the gymnasium plant and any associated plant and equipment) for and in respect of the Recreation Area, on such terms as the Corporation considers appropriate.
- (d) The Corporation will be liable for the operation, maintenance, management and replacement costs of the Recreation Area and the costs of the provision, licensing, leasing and/or hire of goods, services, plant and equipment (including without limitation costs relating to the swimming pool, the gymnasium and any associated plant and equipment) to the Recreation Area (**Outgoings**), which Outgoings will be recovered from the owners of the Lots as community contributions.
- (e) The Corporation will grant the owners or occupiers of Residential Community Lots licences to access and use the Recreation Area on such terms as the Corporation considers appropriate (**Licences**). The Corporation will not charge the owners or occupiers of Residential Community Lots a fee in addition to their contributions towards the Outgoings for the use of the Recreation Area.
- (f) The Corporation may make such rules as it considers appropriate in relation to the use of the Recreation Area, subject to any agreements entered in relation to the Recreation Area and the Licences.

#### 8.3 General

The Corporation will co-ordinate the security and maintenance of the Community Parcel and the effective operation of the Common Property and for this purpose may enter into appropriate contracts with third parties for the provision of plant, equipment, goods and services for the benefit of owners of Community Lots.

#### 8.4 Airconditioning Units

Airconditioning units are proposed to be located on certain sections of the roof.

### 9. Apportionment of contributions

Any costs imposed by the Corporation which are attributable to or in respect of services, parts or facilities of the Common Property that are not for the benefit of or used by all Lots, but are used

Terms of Instrument not  
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SCHEME DESCRIPTION  
Development No. 020/C002/16

exclusively for the benefit of particular owners or occupiers of Lots shall be imposed on the owners or levied upon the Lots that have the use or benefit of those particular services, parts or facilities of the Common Property in such proportions as the Corporation shall determine (acting reasonably).

#### 10. **Encroachment**

10.1 The Developer has constructed a canopy on the ground level of the Building (being the area marked "Canopy" on the Community Plan) which forms part of the Building, comprises part of the Common Property on the Community Parcel and encroaches over portion of King William Street and Holland Street Adelaide as marked on the Community Plan (**Encroachment**).

10.2 For the purposes of this Scheme Description, each person bound by this Scheme Description acknowledges that:

- (a) the Encroachment forms part of the Common Property and this Scheme Description applies to the Encroachment as though the Encroachment formed part of the Common Property;
- (b) the Encroachment may be subject to a licence from the Adelaide City Council (**Council**) under the Local Government Act, which licence will be maintained by the Corporation;
- (c) the Corporation may make such rules as it considers appropriate in relation to the use, management and operation of the Encroachment, subject to any licence entered into with Council;
- (d) the Corporation must, at its own cost and expense:
  - (i) comply with any conditions imposed by Council in respect of the Encroachment including but not limited to effecting and maintaining any insurance policies required by Council;
  - (ii) must repair, replace, clean and maintain the Encroachment in a good, structurally sound and water tight condition; and
  - (iii) attend to the management and operation of the Encroachment,(collectively **Encroachment Obligations**);

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- (e) the Corporation may enter into agreements with third parties for the purposes of complying with its Encroachment Obligations on such terms as the Corporation considers appropriate (**Encroachment Agreements**); and
- (f) any expenses, fees, costs and charges incurred by the Corporation of and incidental to compliance with its Encroachment Obligations or associated with any Encroachment Agreements (including but not limited to the costs of the provision, licensing, leasing and/or hire of goods, services, plant and equipment) will be recovered from the owners of the Lots as contributions pursuant to the Act.

**11. Other Information Required by the Regulations to the Community Titles Act 1996**

No other information is required by the regulations.

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SCHEME DESCRIPTION  
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## Endorsement by Relevant Development Authority

The Development Assessment Commission hereby endorses this Scheme Description in accordance with section 14(4)(d) of the *Community Titles Act 1996*.


1. All the consents or approvals required under the *Development Act 1993* in relation to the division of the land (and a change in use of the land (if any)) in accordance with the Scheme Description and Plan of Community Division have been granted.
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.

This Scheme Description is endorsed by the Development Assessment Commission.

Signed

 (MARK ADCOCK)

Witness



Date

25/5/16

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Terms of Instrument not  
checked by Lands Titles Office

SCHEME DESCRIPTION  
Development No. 020/C002/16

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**Annexure A – Community Land Division Approval Development No. 020/C002/16**



## South Australia - Regulation 42 under the Development Act 1993

## DECISION NOTIFICATION FORM

**Contact Officer:** Yasmine Alliu  
**Telephone:** 08 71097076  
**KNET Reference:** 10327120

**Development Number:**  
**020/C002/16**  
**Council Reference:**  
**LD/3/2016**

## FOR DEVELOPMENT APPLICATION

**DATED:** 1 February 2016  
**REGISTERED ON:** 1 February 2016

**TO:** Vue on KWS Pty Ltd  
 c/- Alexander Symonds Pty Ltd  
 PO Box 1000  
 Kent Town SA 5071  
**EMAIL:** [planning@alexander.com.au](mailto:planning@alexander.com.au)

## LOCATION OF PROPOSED DEVELOPMENT:

Lot No	Street	Suburb	Hundred	CT Reference
A7, DP 23156	King William Street	Adelaide	Adelaide	5795/64

**NATURE OF PROPOSED DEVELOPMENT:** Community Land Division (1 into 212 allotments)

**From:** DEVELOPMENT ASSESSMENT COMMISSION

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Development Plan Consent	GRANTED	1		
Land Division Consent [Strata]	GRANTED	1		
<b>DEVELOPMENT APPROVAL</b>	GRANTED	2		

Any conditions imposed are set out on the attached sheet.



Simon Neldner  
**TEAM LEADER – REGIONAL AND OUT OF COUNCILS**  
*as delegate of the*  
**DEVELOPMENT ASSESSMENT COMMISSION**  
**Date of Decision:** 7.4.2016  
 Pages 2



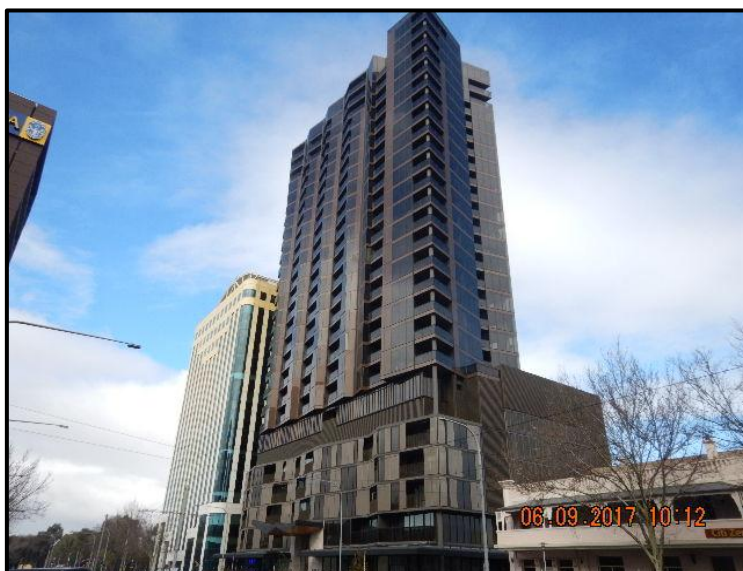
# SINKING FUND BUDGET

## VUE APARTMENTS

411-427 King William Street

Adelaide SA 5000

Community Corporation 40515



### Report details

Inspection date:	6/09/2017
Inspector:	Nicholas Johnston

#### NEW SOUTH WALES

Level 5, 115 Pitt St Sydney 2000  
PO Box A72 Sydney South NSW 1235

#### QUEENSLAND

18 Park Rd Milton 4064  
PO Box 1584 Milton 4064

#### VICTORIA

Level 1, 1 Queens Rd Melbourne 3004  
GPO Box 3025 Melbourne 3001



19 September 2017

The Managing Committee  
Vue Apartments  
411-427 King William Street  
Adelaide SA 5000

Dear Committee Members,

**Thank you for appointing our company to conduct your Sinking Fund Budget.**

Based on our survey of your property, we have determined that the Community Corporation will need to increase its contributions in order to cover its forecast maintenance fund expenses. We strongly recommend that the levies be set at the level shown in this plan.

This budget should be updated regularly to account for actual changes in construction and maintenance costs, unanticipated changes in the property's condition over time, changes in legal requirements and any discrepancies between the forecast and actual maintenance fund balances. Regular updates also create peace of mind and assist the Community Corporation to manage the risk of litigation from individual owners (current and future) for breaches of its duty to maintain the common property by providing reasonable, up-to-date estimates of the cost of necessary maintenance work and repairs.

**Key Report Data Levies Summary – First Financial Year**

Levy Per Unit Entitlement (Total sinking fund levy divided by unit entitlements)	\$3.25
Total Unit Entitlements	10000
Total Sinking Fund Levy	\$32,500.00

The data used to arrive at the above figures (which includes GST) is in the attached report. It is designed for ease of reading. For your convenience here is your Report Index:

Report Index	Page No.
<b>Owners Report Summary</b>	<b>Section 1</b>
Building Details and Report Inputs Page	2
15 Year Cash Flow Tracking & Graph with New Levies	3
15 Year Cash Flow Tracking & Graph with Old Levies	4
<b>Report Detail</b>	<b>Section 2</b>
15 Year Anticipated Expenditure Table	5
Building Data List from Property Inspection	11
Inspector's Building Report & Building Specific Report Notes	16
Report Notes	18

**All services provided by Solutions in Engineering are supplied on the basis of our 'Supply Terms and Conditions' which are available from our Office and from our website [www.solutionsinengineering.com](http://www.solutionsinengineering.com)**

If you have any questions regarding your report or need our specialised services in Professional Safety Reports, Insurance Valuations, Maintenance Reports, Asbestos Audits or Balustrade Testing call us on 1300 136 036 or email [enquiry@solutionsinengineering.com](mailto:enquiry@solutionsinengineering.com).

Yours sincerely,



The Team at Solutions in Engineering

## Building Details & Report Inputs

### Supplied information

Building Name	Vue Apartments
Building Address	411-427 King William Street Adelaide SA 5000
Community Corporation No	40515
Plan Type	Community Corporation
Registered Plan Date/Year of Construction	2016
Number of Lot Entitlements	10000
Number of Units	212
Estimated Starting Sinking Fund Balance	\$10,000
Starting date of Financial Year for Report	1/06/2017
GST Status	Registered for GST
Current Sinking Fund Levy per Lot Entitlement (Inc. GST)	\$3.25

### Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000)	3.35%
Company Taxation Rate	30.00%
Interest on Invested Funds - Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on sinking fund balances over \$10,000.	2.35%
Contingency Allowance - For minor and/or unforeseen expenses	8%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase between 2002 and 2012	3.10%
Forecast Period - Number of years the forecast looks out.	15 years

### 15 Year Levy Table

Year	Year To dd/mm/yyyy	Total Contribution		Contribution per Lot Entitlement		Quarterly Contribution	
		Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	31/05/2018	32,500.00	2,954.55	3.25	0.30	0.81	0.07
2	31/05/2019	226,600.00	20,600.00	22.66	2.06	5.67	0.52
3	31/05/2020	233,624.60	21,238.60	23.36	2.12	5.84	0.53
4	31/05/2021	240,866.97	21,897.00	24.09	2.19	6.02	0.55
5	31/05/2022	248,333.84	22,575.80	24.83	2.26	6.21	0.56
6	31/05/2023	256,032.19	23,275.65	25.60	2.33	6.40	0.58
7	31/05/2024	263,969.19	23,997.20	26.40	2.40	6.60	0.60
8	31/05/2025	272,152.23	24,741.11	27.22	2.47	6.81	0.62
9	31/05/2026	280,588.95	25,508.09	28.06	2.55	7.02	0.64
10	31/05/2027	289,287.21	26,298.84	28.93	2.63	7.23	0.66
11	31/05/2028	298,255.11	27,114.10	29.83	2.71	7.46	0.68
12	31/05/2029	307,501.02	27,954.64	30.75	2.80	7.69	0.70
13	31/05/2030	317,033.55	28,821.23	31.70	2.88	7.93	0.72
14	31/05/2031	326,861.59	29,714.69	32.69	2.97	8.17	0.74
15	31/05/2032	336,994.30	30,635.85	33.70	3.06	8.43	0.77

## 15 Year Cash Flow Tracking Sheet

The table below shows the cash flow starting with the anticipated 'Opening Balance' at the start of the first financial year which you provided to us. We then add the 'Total Levy Contributions' for the year and any 'Interest' on balances greater than \$10,000. Any 'Anticipated Expenses' are then allowed for leaving a 'Closing Balance' for the year which in turn becomes the 'Opening Balance' for the following year. In summary:

**Opening Balance + Total Levy Contributions + Interest – Anticipated Expenses = Closing Balance**

Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	31/05/2018	10,000.00	29,545.45	574.23	674.55	39,445.13
2	31/05/2019	39,445.13	206,000.00	3,253.02	8,037.27	240,660.88
3	31/05/2020	240,660.88	212,386.00	8,121.84	2,487.27	458,681.45
4	31/05/2021	458,681.45	218,969.97	13,026.78	27,670.91	663,007.29
5	31/05/2022	663,007.29	225,758.04	17,975.30	21,960.00	884,780.63
6	31/05/2023	884,780.63	232,756.54	23,213.40	26,709.09	1,114,041.48
7	31/05/2024	1,114,041.48	239,971.99	26,161.80	241,519.09	1,138,656.18
8	31/05/2025	1,138,656.18	247,411.12	28,659.58	85,610.00	1,329,116.88
9	31/05/2026	1,329,116.88	255,080.86	31,042.39	271,409.09	1,343,831.04
10	31/05/2027	1,343,831.04	262,988.37	28,631.48	513,929.09	1,121,521.80
11	31/05/2028	1,121,521.80	271,141.01	26,009.68	300,594.55	1,118,077.94
12	31/05/2029	1,118,077.94	279,546.38	28,716.61	71,735.45	1,354,605.48
13	31/05/2030	1,354,605.48	288,212.32	35,140.90	6,708.18	1,671,250.52
14	31/05/2031	1,671,250.52	297,146.90	40,162.71	221,544.55	1,787,015.58
15	31/05/2032	1,787,015.58	306,358.45	38,031.49	643,667.27	1,487,738.25

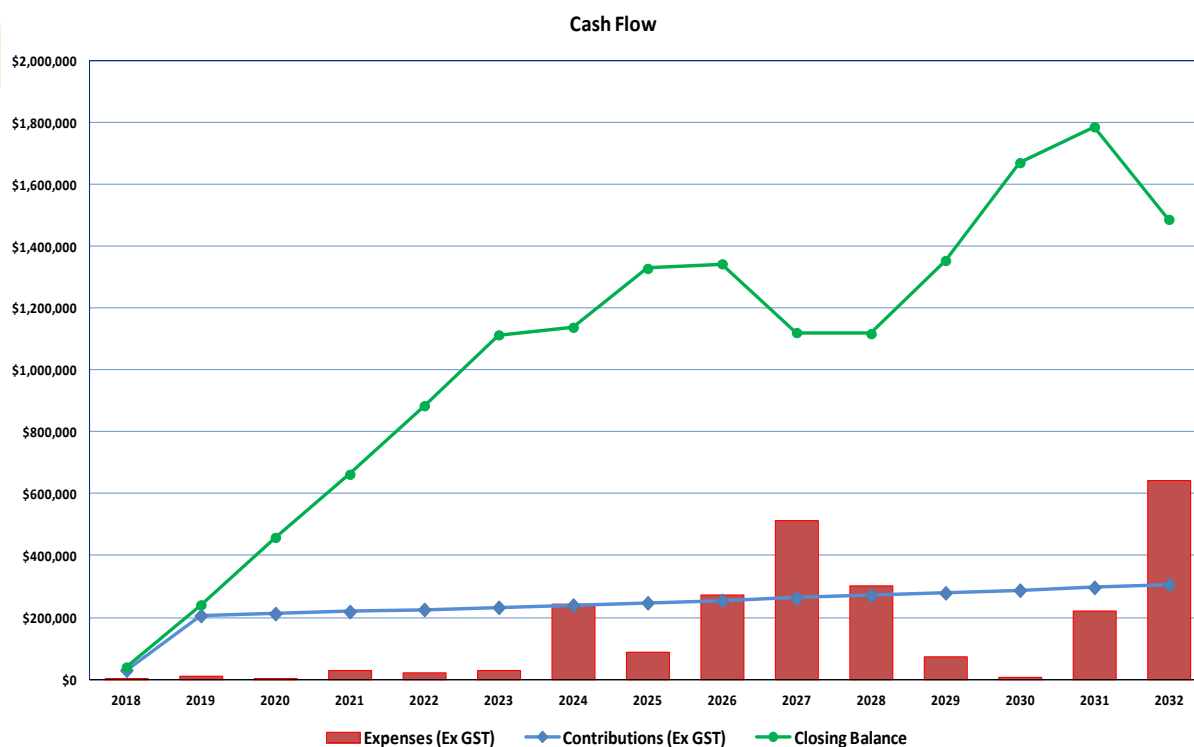
## 15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the sinking fund and the likely 'Expenses' for each year of this forecast. The three lines in the graph are:

Contributions line - Total sinking fund contributions per year.

Expenses line – Total anticipated expenses in each year.

Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



### What will happen if you stay with your current levy amount?

The table and graph below use the same information as on the previous page except they show the cash flow for the scheme if you do not vary your current levy amount.

### 15 Year Cash Flow Tracking Sheet

The table below shows the cash flow for the entirety of the forecast. In summary:

**Opening Balance + Total Levy Contributions + Interest – Anticipated Expenses = Closing Balance**

Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	31/05/2018	10,000.00	29,545.45	574.23	674.55	39,445.13
2	31/05/2019	39,445.13	30,461.36	1,190.44	8,037.27	63,059.66
3	31/05/2020	63,059.66	31,405.66	1,821.69	2,487.27	93,799.74
4	31/05/2021	93,799.74	32,379.24	2,259.62	27,670.91	100,767.69
5	31/05/2022	100,767.69	33,383.00	2,502.26	21,960.00	114,692.95
6	31/05/2023	114,692.95	34,417.87	2,785.86	26,709.09	125,187.59
7	31/05/2024	125,187.59	35,484.82	0.00	241,519.09	-80,846.68
8	31/05/2025	-80,846.68	36,584.85	0.00	85,610.00	-129,871.83
9	31/05/2026	-129,871.83	37,718.98	0.00	271,409.09	-363,561.94
10	31/05/2027	-363,561.94	38,888.27	0.00	513,929.09	-838,602.76
11	31/05/2028	-838,602.76	40,093.81	0.00	300,594.55	-1,099,103.50
12	31/05/2029	-1,099,103.50	41,336.72	0.00	71,735.45	-1,129,502.23
13	31/05/2030	-1,129,502.23	42,618.16	0.00	6,708.18	-1,093,592.25
14	31/05/2031	-1,093,592.25	43,939.32	0.00	221,544.55	-1,271,197.48
15	31/05/2032	-1,271,197.48	45,301.44	0.00	643,667.27	-1,869,563.31

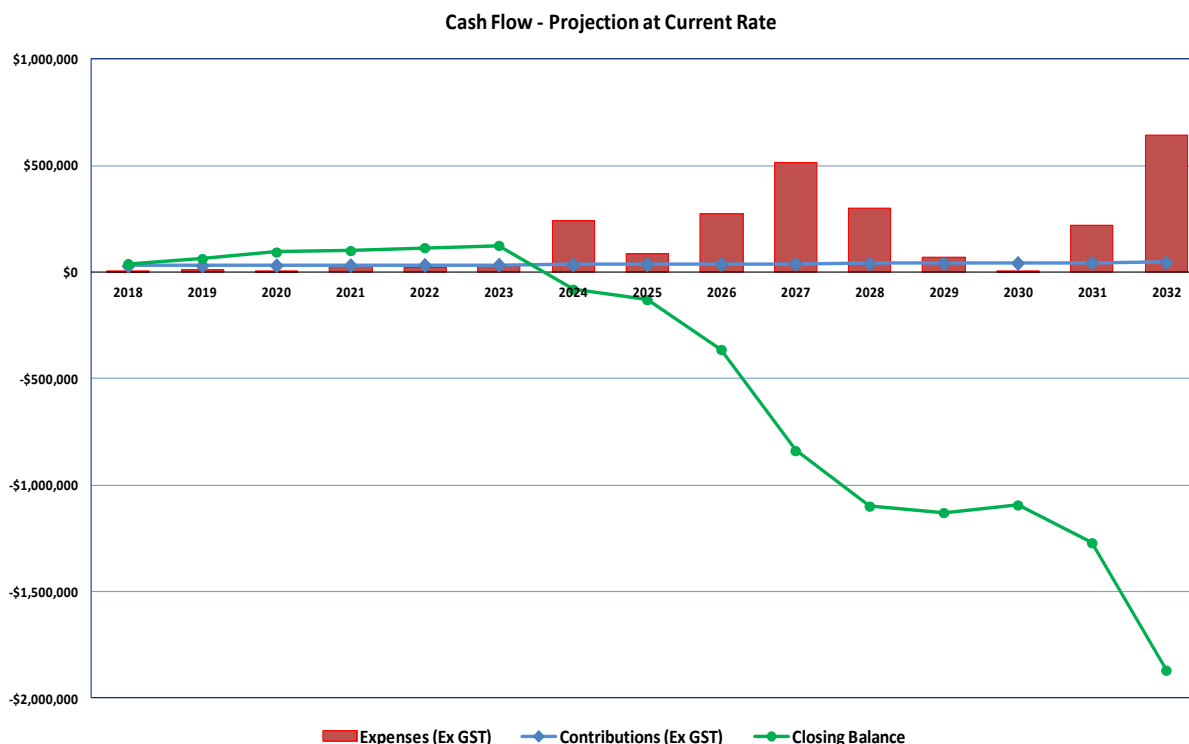
### 15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the sinking fund and the likely 'Expenses' for each year of this forecast. The three lines in the graph are:

Contributions line - Total sinking fund contributions per year.

Expenses line – Total anticipated expenses in each year.

Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.





### Anticipated Expenditures Table Year 1 - 15

This table shows when expenses will occur in the next 15 years. From left to right the columns are:-  
**‘Expenditure Items’** - lists the different areas and items of expenditure.

**‘Current Cost’** - shows the current maintenance expenditure costs in today's dollars.

**‘Year 1’ to ‘Year 15’** - shows the costs in the year in which they occur including the 'Assumed Rate of Inflation' compounded annually until the cost is due.

At the bottom on each column there are three lines. Firstly, a **‘Grand Total (Inc. GST)’** followed by a line calculating the **‘Contingency Allowance (Inc. GST)’** for unforeseen and minor expenses and finally **‘Total Expenses (Inc. GST)’** for that year. Please note: This page rounds figures to the nearest whole dollar.

Expenditure Item	Current Cost	Year 1 (2018)	Year 2 (2019)	Year 3 (2020)	Year 4 (2021)	Year 5 (2022)	Year 6 (2023)	Year 7 (2024)	Year 8 (2025)	Year 9 (2026)	Year 10 (2027)	Year 11 (2028)	Year 12 (2029)	Year 13 (2030)	Year 14 (2031)	Year 15 (2032)
<b>1. Building exterior</b>																
Repaint soffits / building overhangs	123,169	-	-	-	-	-	-	-	-	-	162,117	-	-	-	-	-
Repaint walls	118,873	-	-	-	-	-	-	-	-	-	156,463	-	-	-	-	-
Maintain / repair perforated screens - included fixtures (total: 78) - 10%	3,117	-	-	-	-	3,522	-	-	-	-	4,103	-	-	-	-	4,779
Maintain / repair aluminium composite soffit lining (total: 224 m2) - 5%	3,890	-	-	-	-	4,395	-	-	-	-	5,120	-	-	-	-	5,964
Maintain / repair aluminium composite wall material - allowance	32,418	-	-	-	-	-	-	-	-	-	-	-	-	-	-	49,706
Repaint standard doors - both sides including architraves	481	-	-	-	-	-	-	-	596	-	-	-	-	-	-	-
Inspect and repair decorative aluminium balustrades (total: 219 Lm) - 5%	2,286	-	-	-	-	-	-	-	-	-	3,009	-	-	-	-	-
Inspect and repair glazed balustrades (total: 1070 Lm) - 5%	15,567	-	-	-	-	-	-	-	-	-	20,490	-	-	-	-	-
Maintain balcony floor membrane and tiles (total: 2639 m2) - 10%	19,320	-	-	-	-	-	-	-	-	-	25,429	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,917</b>	<b>0</b>	<b>0</b>	<b>596</b>	<b>0</b>	<b>376,731</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>60,449</b>
<b>2. Roof</b>																
Maintain / repair canopy overhang roof sheeting (total: 224 m2) - 10%	1,746	-	-	-	-	1,973	-	-	-	-	2,298	-	-	-	-	2,677
Replace liquid roof membrane	96,776	-	-	-	-	-	-	-	-	-	-	-	-	-	-	148,385
Maintain / repair liquid roof membrane (total: 761 m2) - 10%	7,377	-	-	-	-	8,335	-	-	-	-	9,710	-	-	-	-	11,311
Maintain / repair roof area - drains and flashing reseal and repairs	1,880	-	1,938	-	2,060	-	2,190	-	2,328	-	2,474	-	2,630	-	2,796	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>1,938</b>	<b>0</b>	<b>2,060</b>	<b>10,308</b>	<b>2,190</b>	<b>0</b>	<b>2,328</b>	<b>0</b>	<b>14,482</b>	<b>0</b>	<b>2,630</b>	<b>0</b>	<b>2,796</b>	<b>162,373</b>

Expenditure Item	Current Cost	Year 1 (2018)	Year 2 (2019)	Year 3 (2020)	Year 4 (2021)	Year 5 (2022)	Year 6 (2023)	Year 7 (2024)	Year 8 (2025)	Year 9 (2026)	Year 10 (2027)	Year 11 (2028)	Year 12 (2029)	Year 13 (2030)	Year 14 (2031)	Year 15 (2032)
<b>3. Access for work at heights</b>																
Elevated work platforms and site set up	45,000	-	-	-	-	-	-	-	-	-	59,230	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>59,230</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>4. Main entrance lobby</b>																
Repair ceilings	697	-	-	-	-	-	-	-	-	-	917	-	-	-	-	-
Maintain / repair aluminium composite ceiling lining (total: 51 m2) - 10%	1,621	-	-	-	-	-	-	-	-	-	2,134	-	-	-	-	-
Repair walls	717	-	-	-	-	-	-	861	-	-	-	-	-	-	-	1,099
Maintain / repair wall tiles (total: 196 m2) - 10%	2,928	-	-	-	-	-	-	-	-	3,738	-	-	-	-	-	-
Repair doors - both sides including architraves	160	-	-	-	-	-	-	192	-	-	-	-	-	-	-	245
Repair or replace glazed entrance doors	2,500	-	-	-	-	-	-	-	-	-	-	3,393	-	-	-	-
Maintain mat	386	-	-	-	423	-	-	-	-	493	-	-	-	-	574	-
Maintain / repair floor tiles (total: 51 m2) - 20%	2,367	-	-	-	2,594	-	-	-	-	3,022	-	-	-	-	3,520	-
Replace plant pots	480	-	-	-	-	-	-	-	-	-	632	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>3,017</b>	<b>0</b>	<b>0</b>	<b>1,053</b>	<b>0</b>	<b>7,253</b>	<b>3,683</b>	<b>3,393</b>	<b>0</b>	<b>0</b>	<b>4,094</b>	<b>1,344</b>
<b>5. Lobbies and hallways</b>																
Repair ceilings	34,956	-	-	-	-	-	-	41,983	-	-	-	-	-	-	-	53,597
Repair walls	87,185	-	-	-	-	-	-	104,711	-	-	-	-	-	-	-	133,679
Maintain / repair wall tiles (total: 748 m2) - 5%	5,416	-	-	-	-	-	-	-	-	6,914	-	-	-	-	-	-
Inspect and repair air-ventilation grills (total: 19)	1,044	-	-	-	1,144	-	-	-	-	1,333	-	-	-	-	1,553	-
Repair doors - one side including architraves	22,086	-	-	-	-	-	-	26,526	-	-	-	-	-	-	-	33,864
Repair doors - both sides including architraves	38,977	-	-	-	-	-	-	46,812	-	-	-	-	-	-	-	59,763
Maintain / repair floor tiles (total: 21 m2) - 10%	273	-	-	-	-	-	-	-	-	349	-	-	-	-	-	-
Replace carpet	159,365	-	-	-	-	-	-	-	-	203,452	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>1,144</b>	<b>0</b>	<b>0</b>	<b>220,032</b>	<b>0</b>	<b>212,048</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,553</b>	<b>280,903</b>



Expenditure Item	Current Cost	Year 1 (2018)	Year 2 (2019)	Year 3 (2020)	Year 4 (2021)	Year 5 (2022)	Year 6 (2023)	Year 7 (2024)	Year 8 (2025)	Year 9 (2026)	Year 10 (2027)	Year 11 (2028)	Year 12 (2029)	Year 13 (2030)	Year 14 (2031)	Year 15 (2032)
<b>6. Ground floor passageways and services</b>																
Repair ceilings	820	-	-	-	-	-	-	985	-	-	-	-	-	-	-	1,257
Repair walls	533	-	-	-	-	-	-	640	-	-	-	-	-	-	-	817
Repair doors - both sides including architraves	465	-	-	-	-	-	-	558	-	-	-	-	-	-	-	713
Repair doors - both sides including architraves	1,925	-	-	-	-	-	-	2,312	-	-	-	-	-	-	-	2,952
Maintain / repair floor tiles (total: 40 m2) - 10%	547	-	-	-	-	-	-	-	-	698	-	-	-	-	-	-
Replace security gate	10,247	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace electric gate motor	4,674	-	-	-	-	-	-	5,614	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10,109</b>	<b>0</b>	<b>698</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,739</b>
<b>7. Bathrooms / change rooms</b>																
Repair ceilings	1,086	-	-	-	-	-	-	-	1,345	-	-	-	-	-	-	-
Repair walls	2,848	-	-	-	-	-	-	-	3,527	-	-	-	-	-	-	-
Maintain / repair wall tiles (total: 55 m2) - 10%	878	-	-	-	-	-	-	-	-	-	1,156	-	-	-	-	-
Repair doors - both sides including architraves	264	-	-	-	-	-	-	-	327	-	-	-	-	-	-	-
Maintain / repair floor tiles (total: 53 m2) - 10%	684	-	-	-	-	-	-	-	-	-	900	-	-	-	-	-
Repair or replace joinery	1,960	-	-	-	-	-	-	-	-	-	2,580	-	-	-	-	-
Replace mirrors	960	-	-	-	-	-	-	-	-	-	-	-	1,343	-	-	-
Maintain sanitary fixtures and fittings	1,060	-	1,093	-	1,162	-	1,235	-	1,313	-	1,395	-	1,483	-	1,576	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>1,093</b>	<b>0</b>	<b>1,162</b>	<b>0</b>	<b>1,235</b>	<b>0</b>	<b>6,512</b>	<b>0</b>	<b>6,031</b>	<b>0</b>	<b>2,826</b>	<b>0</b>	<b>1,576</b>	<b>0</b>
<b>8. Gymnasium</b>																
Repair ceilings	1,475	-	-	-	-	-	-	-	1,826	-	-	-	-	-	-	-
Repair walls	758	-	-	-	-	-	-	-	939	-	-	-	-	-	-	-
Repair or replace aluminium / glass doors	949	-	-	-	-	-	-	-	1,175	-	-	-	-	-	-	-
Replace floor lining	6,258	-	-	-	-	-	-	-	7,749	-	-	-	-	-	-	-
Replace television	975	-	-	-	-	-	-	-	-	-	1,283	-	-	-	-	-
Replace air conditioner unit - split system	3,394	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,204
Replace gym equipment (total cost: \$16,195) - 25%	4,049	-	-	-	4,437	-	-	4,863	-	-	5,329	-	-	5,841	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>4,437</b>	<b>0</b>	<b>0</b>	<b>4,863</b>	<b>11,689</b>	<b>0</b>	<b>6,612</b>	<b>0</b>	<b>0</b>	<b>5,841</b>	<b>0</b>	<b>5,204</b>

Expenditure Item	Current Cost	Year 1 (2018)	Year 2 (2019)	Year 3 (2020)	Year 4 (2021)	Year 5 (2022)	Year 6 (2023)	Year 7 (2024)	Year 8 (2025)	Year 9 (2026)	Year 10 (2027)	Year 11 (2028)	Year 12 (2029)	Year 13 (2030)	Year 14 (2031)	Year 15 (2032)
<b>9. Vehicle accessways</b>																
Maintain / repair concrete surface (total: 9075 m2) - allowance	1,000	-	1,031	-	1,096	-	1,165	-	1,238	-	1,316	-	1,399	-	1,487	-
Repaint line / direction marking	9,130	-	-	-	10,006	-	-	-	-	11,656	-	-	-	-	13,578	-
Repaint steel bollards	1,218	-	-	-	-	-	-	-	1,508	-	-	-	-	-	-	-
Replace steel bollards (total: 30)	644	-	-	-	-	-	-	-	797	-	-	-	-	-	-	-
Replace curved stainless safety mirror (total: 6)	477	-	-	-	-	-	-	-	-	-	628	-	-	-	-	-
Replace security gate	5,124	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace electric gate motor	2,337	-	-	-	-	-	-	-	2,894	-	-	-	-	-	-	-
Replace air ventilation system	5,292	-	-	-	-	-	-	-	-	6,756	-	-	-	-	-	-
Replace ceilings	430	-	-	-	-	-	-	-	532	-	-	-	-	-	-	-
Repaint walls	16,884	-	-	-	-	-	-	-	20,907	-	-	-	-	-	-	-
Repaint doors - both sides including architraves	4,652	-	-	-	-	-	-	-	5,760	-	-	-	-	-	-	-
Repaint floor - non-slip	465	-	-	-	-	-	-	-	576	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>1,031</b>	<b>0</b>	<b>11,102</b>	<b>0</b>	<b>1,165</b>	<b>0</b>	<b>34,212</b>	<b>18,412</b>	<b>1,944</b>	<b>0</b>	<b>1,399</b>	<b>0</b>	<b>15,065</b>	<b>0</b>
<b>10. Swimming pool and deck area</b>																
Replace pool surface - tiled	26,598	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace pump - high volume	1,590	-	-	-	-	-	-	1,910	-	-	-	-	-	-	-	2,438
Replace salt water chlorination unit	1,962	-	-	-	-	-	-	2,356	-	-	-	-	-	-	-	3,008
Replace cartridge filter	1,871	-	-	-	-	-	-	-	-	-	-	2,539	-	-	-	-
Replace pool heater - large	8,685	-	-	-	-	-	-	-	-	-	-	11,786	-	-	-	-
Repaint doors - both sides including architraves	642	-	-	-	-	-	-	771	-	-	-	-	-	-	-	984
Repair or replace aluminium / glass doors	2,847	-	-	-	-	-	-	-	3,525	-	-	-	-	-	-	-
Maintain / repair floor membrane and tiles (total: 665 m2) - 10%	9,881	-	-	-	-	-	-	-	-	-	13,006	-	-	-	-	-
Re-stain and seal timber seating	1,316	-	-	1,399	-	-	-	1,581	-	-	-	1,786	-	-	-	2,018
Maintain / repair timber seating (total: 27.8 m2) - 20%	697	-	-	-	-	-	-	837	-	-	-	-	-	-	-	1,069
Re-stain and seal timber tables	380	-	-	404	-	-	-	456	-	-	-	516	-	-	-	583
Maintain or replace timber tables / furniture	998	-	-	-	-	-	-	1,199	-	-	-	-	-	-	-	1,530
Inspect and repair glazed balustrades / pool screens (total: 34.8 Lm) - 10%	1,153	-	-	-	-	-	-	-	-	-	1,518	-	-	-	-	-
Inspect and repair handrails (total: 21 Lm) - 50%	1,964	-	-	-	-	-	-	-	2,432	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>1,803</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,110</b>	<b>5,957</b>	<b>0</b>	<b>14,524</b>	<b>16,627</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>11,630</b>

Expenditure Item	Current Cost	Year 1 (2018)	Year 2 (2019)	Year 3 (2020)	Year 4 (2021)	Year 5 (2022)	Year 6 (2023)	Year 7 (2024)	Year 8 (2025)	Year 9 (2026)	Year 10 (2027)	Year 11 (2028)	Year 12 (2029)	Year 13 (2030)	Year 14 (2031)	Year 15 (2032)
<b>11. Fixtures and fittings</b>																
Maintain letterboxes	400	-	-	-	-	-	466	-	-	-	-	-	560	-	-	-
Repair or replace swipe card system	687	687	-	730	-	-	-	825	-	877	-	932	-	991	-	1,053
Replace security access intercom	22,529	-	-	-	-	-	-	-	-	-	-	-	31,520	-	-	-
Replace security cameras (total: 9) - 50%	4,639	-	-	-	-	5,404	-	-	-	-	-	-	6,490	-	-	-
Upgrade security intercom system - per entrance	4,582	-	-	-	-	-	-	-	-	-	-	-	6,411	-	-	-
Replace doors, frames and furniture - general	2,397	-	-	-	-	-	-	-	-	-	3,155	-	-	-	-	-
Replace doors, frames and furniture - services	5,347	-	-	-	-	-	-	-	-	-	7,038	-	-	-	-	-
Repair or replace door furniture including closers	1,381	-	-	-	-	1,560	-	-	-	-	1,818	-	-	-	-	2,117
Maintain steel balustrades - allowance	800	-	-	-	877	-	-	-	991	-	-	-	1,119	-	-	-
<b>Sub Total (Incl. GST)</b>	<b>687</b>	<b>0</b>	<b>0</b>	<b>730</b>	<b>877</b>	<b>5,870</b>	<b>825</b>	<b>991</b>	<b>877</b>	<b>12,011</b>	<b>932</b>	<b>46,100</b>	<b>991</b>	<b>0</b>	<b>3,170</b>	
<b>12. Building signage</b>																
Replace signage	1,400	-	-	-	-	-	-	-	-	-	1,843	-	-	-	-	-
Replace community signage including building name	2,000	-	-	-	-	-	-	-	-	-	2,632	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,475</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>13. Fire equipment</b>																
Repair or replace fire pump diesel	71,421	-	-	-	-	-	-	-	-	-	-	-	-	-	-	109,508
Replace fire jacking pump - 3 kW	5,788	-	-	-	-	-	-	-	-	-	7,618	-	-	-	-	-
Water tank inspection and repair works	6,638	-	-	-	-	-	-	-	-	-	8,737	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16,355</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>109,508</b>
<b>14. Plant - water / plumbing services</b>																
Replace domestic water tank pumps	4,366	-	-	-	-	-	-	-	-	5,574	-	-	-	-	-	-
Replace domestic water circulation pumps	16,964	-	-	-	-	-	-	-	-	21,657	-	-	-	-	-	-
Replace hot water system - Rinnai HD 200i electric	19,878	-	-	-	-	-	-	-	-	-	-	26,975	-	-	-	-
Replace Rinnai Demand Duo's - 315L	8,359	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12,817
Repair or replace water Hydrovar booster pumps - ground floor	88,509	-	-	-	-	-	-	-	-	-	-	120,109	-	-	-	-
Repair or replace water Hydrovar booster pumps - rooftop plant room	88,509	-	-	-	-	-	-	-	-	-	-	120,109	-	-	-	-
Water tank inspection and repair works	13,276	-	-	-	-	-	-	-	-	-	-	18,016	-	-	-	-
Replace sump pump	7,767	-	-	-	-	-	-	-	-	9,916	-	-	-	-	-	-
Maintain common property plumbing	4,000	-	4,124	-	4,384	-	4,660	-	4,953	-	5,265	-	5,596	-	5,949	-
<b>Sub Total (Incl. GST)</b>	<b>0</b>	<b>4,124</b>	<b>0</b>	<b>4,384</b>	<b>0</b>	<b>4,660</b>	<b>0</b>	<b>4,953</b>	<b>37,147</b>	<b>5,265</b>	<b>285,209</b>	<b>5,596</b>	<b>0</b>	<b>5,949</b>	<b>12,817</b>	

Expenditure Item	Current Cost	Year 1 (2018)	Year 2 (2019)	Year 3 (2020)	Year 4 (2021)	Year 5 (2022)	Year 6 (2023)	Year 7 (2024)	Year 8 (2025)	Year 9 (2026)	Year 10 (2027)	Year 11 (2028)	Year 12 (2029)	Year 13 (2030)	Year 14 (2031)	Year 15 (2032)
<b>15. Lift</b>																
Refurbish lift interior	34,983	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
General lift repairs - allowance for larger works	95,878	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace high-rise lift - geared, variable speed - 26 stories	1,503,751	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>194,614</b>	<b>0</b>
<b>16. Rooftop plant rooms and passageways</b>																
Repair walls	3,606	-	-	-	-	-	-	-	4,465	-	-	-	-	-	-	-
Repair doors - both sides including architraves	1,283	-	-	-	-	-	-	-	1,589	-	-	-	-	-	-	-
Replace liquid membrane	1,598	-	-	-	-	1,806	-	-	-	-	2,103	-	-	-	-	2,450
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,806</b>	<b>0</b>	<b>0</b>	<b>6,054</b>	<b>0</b>	<b>2,103</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,450</b>
<b>17. Garbage refuse / bin room</b>																
Repair ceilings	1,434	-	-	-	-	-	-	-	1,776	-	-	-	-	-	-	-
Repair walls	7,786	-	-	-	-	-	-	-	9,641	-	-	-	-	-	-	-
Repair floor - non-slip	2,008	-	-	-	-	-	-	-	2,486	-	-	-	-	-	-	-
Maintain / repair garbage chute system (total: 25)	5,300	-	-	-	-	6,174	-	-	-	-	-	-	7,415	-	-	-
Maintain / repair garbage system	5,073	-	-	-	-	5,910	-	-	-	-	-	-	7,098	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12,084</b>	<b>0</b>	<b>13,903</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14,513</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Grand Total (Incl. GST)</b>		<b>687</b>	<b>8,186</b>	<b>2,533</b>	<b>28,183</b>	<b>22,367</b>	<b>27,204</b>	<b>245,992</b>	<b>87,195</b>	<b>276,435</b>	<b>523,446</b>	<b>306,161</b>	<b>73,064</b>	<b>6,832</b>	<b>225,647</b>	<b>655,587</b>
<b>Contingency Allowance (Incl. GST)</b>		<b>55</b>	<b>655</b>	<b>203</b>	<b>2,255</b>	<b>1,789</b>	<b>2,176</b>	<b>19,679</b>	<b>6,976</b>	<b>22,115</b>	<b>41,876</b>	<b>24,493</b>	<b>5,845</b>	<b>547</b>	<b>18,052</b>	<b>52,447</b>
<b>Grand Total Expenses (Incl. Contingency Allowance and GST)</b>		<b>742</b>	<b>8,841</b>	<b>2,736</b>	<b>30,438</b>	<b>24,156</b>	<b>29,380</b>	<b>265,671</b>	<b>94,171</b>	<b>298,550</b>	<b>565,322</b>	<b>330,654</b>	<b>78,909</b>	<b>7,379</b>	<b>243,699</b>	<b>708,034</b>

## Building Data List from the Property Inspection for Vue Apartments

This table has all the data collected by the building inspector while inspecting the complex. The columns from left to right are:-

**'Items'** – identifies and describes the maintenance item

**'Value'** – is the quantity (Qty) multiplied by the Rate (\$)

**'Qty'** – lets you know the total quantity of that item

**'Next Due'** - is the remaining life in years until an item needs money spent on it.

**'Unit'** – is the unit rate used to measure the quantity

**'Total Life'** - is the total life the item after it is replaced, repaired or repainted.

**'Rate'** – is the cost of each unit in dollars

**'Comments'** – details any useful explanatory notes for the item.

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
<b>1. Building exterior</b>							
Repaint soffits / building overhangs	3,612	m2	34.10	123,169.00	10	10	Ongoing painting program
Repaint walls	3,486	m2	34.10	118,873.00	10	10	Ongoing painting program
Maintain / repair perforated screens - included fixtures (total: 78) - 10%	8	Ea	389.58	3,117.00	5	5	Maintain / repair as required
Maintain / repair aluminium composite soffit lining (total: 224 m2) - 5%	12	Item	324.18	3,890.00	5	5	Maintain / repair as required
Maintain / repair aluminium composite wall material - allowance	1	Item	32,418.00	32,418.00	15	15	Maintain / repair as required
Repaint standard doors - both sides including architraves	3	Ea	160.40	481.00	8	8	Ongoing painting program
Inspect and repair decorative aluminium balustrades (total: 219 Lm) - 5%	11	Lm	207.85	2,286.00	10	10	Repair as required, replace fasteners
Inspect and repair glazed balustrades (total: 1070 Lm) - 5%	54	Lm	288.27	15,567.00	10	10	Repair as required
Maintain balcony floor membrane and tiles (total: 2639 m2) - 10%	131	m2	147.48	19,320.00	10	10	Ongoing maintenance program
<b>2. Roof</b>							
Maintain / repair canopy overhang roof sheeting (total: 224 m2) - 10%	23	m2	75.93	1,746.00	5	5	Maintain / repair as required
Replace liquid roof membrane	761	m2	127.17	96,776.00	15	15	Replace as required
Maintain / repair liquid roof membrane (total: 761 m2) - 10%	76	m2	97.06	7,377.00	5	5	Maintain / repair as required
Maintain / repair roof area - drains and flashing Reseal and repairs	1	Item	1,880.00	1,880.00	2	2	Maintain / repair as required
<b>3. Access for work at heights</b>							
Elevated work platforms and site set up	1	Item	45,000.00	45,000.00	10	10	Quotation required

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
<b>4. Main entrance lobby</b>							
Repair ceilings	34	m2	20.49	697.00	10	10	Ongoing painting program
Maintain / repair aluminium composite ceiling lining (total: 51 m2) - 10%	5	Item	324.18	1,621.00	10	10	Maintain / repair as required
Repair walls	35	m2	20.49	717.00	7	8	Ongoing painting program
Maintain / repair wall tiles (total: 196 m2) - 10%	20	m2	146.39	2,928.00	9	10	Maintain / repair as required
Repair doors - both sides including architraves	1	Ea	160.40	160.00	7	8	Ongoing painting program
Repair or replace glazed entrance doors	2	Item	1,249.91	2,500.00	11	12	Repair or replace as required
Maintain mat	1	Ea	385.56	386.00	4	5	Replace as required
Maintain / repair floor tiles (total: 51 m2) - 20%	10	m2	236.71	2,367.00	4	5	Maintain / repair as required
Replace plant pots	1	Item	480.00	480.00	10	10	Replace as required
<b>5. Lobbies and hallways</b>							
Repair ceilings	1,706	m2	20.49	34,956.00	7	8	Ongoing painting program
Repair walls	4,255	m2	20.49	87,185.00	7	8	Ongoing painting program
Maintain / repair wall tiles (total: 748 m2) - 5%	37	m2	146.39	5,416.00	9	10	Maintain / repair as required
Inspect and repair air-ventilation grills (total: 19)	1	Item	1,044.43	1,044.00	4	5	Inspect and repair as required
Repair doors - one side including architraves	190	Ea	116.24	22,086.00	7	8	Ongoing painting program
Repair doors - both sides including architraves	243	Ea	160.40	38,977.00	7	8	Ongoing painting program
Maintain / repair floor tiles (total: 21 m2) - 10%	2	m2	136.71	273.00	9	10	Maintain / repair as required
Replace carpet	1,812	m2	87.95	159,365.00	9	10	Replace as required
<b>6. Ground floor passageways and services</b>							
Repair ceilings	40	m2	20.49	820.00	7	8	Ongoing painting program
Repair walls	26	m2	20.49	533.00	7	8	Ongoing painting program
Repair doors - both sides including architraves	4	Ea	116.24	465.00	7	8	Ongoing painting program
Repair doors - both sides including architraves	12	Ea	160.40	1,925.00	7	8	Ongoing painting program
Maintain / repair floor tiles (total: 40 m2) - 10%	4	m2	136.71	547.00	9	10	Maintain / repair as required
Replace security gate	2	Ea	5,123.74	10,247.00	19	20	Replace as required
Replace electric gate motor	2	Ea	2,336.78	4,674.00	7	10	Replace as required
<b>7. Bathrooms / change rooms</b>							
Repair ceilings	53	m2	20.49	1,086.00	8	8	Ongoing painting program
Repair walls	139	m2	20.49	2,848.00	8	8	Ongoing painting program
Maintain / repair wall tiles (total: 55 m2) - 10%	6	m2	146.39	878.00	10	10	Maintain / repair as required
Repair doors - both sides including architraves	3	Ea	88.09	264.00	8	8	Ongoing painting program
Maintain / repair floor tiles (total: 53 m2) - 10%	5	m2	136.71	684.00	10	10	Maintain / repair as required
Repair or replace joinery	4	Item	489.99	1,960.00	10	10	Repair or replace as required
Replace mirrors	4	Item	240.00	960.00	12	12	Replace as required
Maintain sanitary fixtures and fittings	4	Item	264.93	1,060.00	2	2	Ongoing maintenance program

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
<b>8. Gymnasium</b>							
Repair paint ceilings	72	m2	20.49	1,475.00	8	8	Ongoing painting program
Repair paint walls	37	m2	20.49	758.00	8	8	Ongoing painting program
Repair or replace aluminium / glass doors	1	Item	949.00	949.00	8	8	Repair or replace as required
Replace floor lining	72	m2	86.92	6,258.00	8	8	Replace as required
Replace television - HiSense	1	Item	975.00	975.00	10	10	Replace as required
Replace air conditioner unit - split system	1	Ea	3,394.41	3,394.00	15	15	Replace as required
Replace gym equipment (total cost: \$16,195) - 25%	1	Item	4,048.75	4,049.00	4	3	Replace as required
<b>9. Vehicle accessways</b>							
Maintain / repair concrete surface (total: 9075 m2) - allowance	1	Item	1,000.00	1,000.00	2	2	Repair as required
Repaint line / direction marking	1,826	Lm	5.00	9,130.00	4	5	Ongoing painting program
Repaint steel bollards	30	Ea	40.60	1,218.00	8	8	Ongoing painting program
Replace steel bollards (total: 30)	2	Ea	321.88	644.00	8	8	Replace as required
Replace curved stainless safety mirror (total: 6)	1	Ea	476.53	477.00	10	10	Replace as required
Replace security gate	1	Ea	5,123.74	5,124.00	16	16	Replace as required
Replace electric gate motor	1	Ea	2,336.78	2,337.00	8	8	Replace as required
Replace air ventilation system	3	Ea	1,764.06	5,292.00	9	9	Replace as required
Repaint ceilings	21	m2	20.49	430.00	8	8	Ongoing painting program
Repaint walls	824	m2	20.49	16,884.00	8	8	Ongoing painting program
Repaint doors - both sides including architraves	29	Ea	160.40	4,652.00	8	8	Ongoing painting program
Repaint floor - non-slip	18	m2	25.84	465.00	8	8	Ongoing painting program
<b>10. Swimming pool and deck area</b>							
Replace pool surface - tiled	172	m2	154.64	26,598.00	19	20	Replace as required - quotation required
Replace pump - high volume	1	Ea	1,590.30	1,590.00	7	8	Replace as required
Replace salt water chlorination unit	1	Ea	1,962.21	1,962.00	7	8	Replace as required
Replace cartridge filter	1	Ea	1,870.56	1,871.00	11	12	Replace as required
Replace pool heater - large	1	Ea	8,685.03	8,685.00	11	15	Replace as required
Repaint doors - both sides including architraves	4	Ea	160.40	642.00	7	8	Ongoing painting program
Repair or replace aluminium / glass doors	3	Item	949.00	2,847.00	8	8	Repair or replace as required
Maintain / repair floor membrane and tiles (total: 665 m2) - 10%	67	m2	147.48	9,881.00	10	10	Maintain / repair as required
Re-stain and seal timber seating	28	m2	47.01	1,316.00	3	4	Re-stain and seal as required
Maintain / repair timber seating (total: 27.8 m2) - 20%	6	m2	116.22	697.00	7	8	Maintain / repair as required
Re-stain and seal timber tables	2	Ea	189.90	380.00	3	4	Re-stain and seal as required
Maintain or replace timber tables / furniture	2	Ea	499.00	998.00	7	8	Replace as required
Inspect and repair glazed balustrades / pool screens (total: 34.8 Lm) - 10%	4	Lm	288.27	1,153.00	10	10	Repair as required
Inspect and repair handrails (total: 21 Lm) - 50%	10	Lm	196.35	1,964.00	8	8	Repair as required, replace fasteners

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
<b>11. Fixtures and fittings</b>							
Maintain letterboxes	1	Ea	400.00	400.00	6	6	Replace as required
Repair or replace swipe card system	1	Item	687.29	687.00	1	2	Replace as required
Replace security access intercom	210	Per unit	107.28	22,529.00	12	12	Replace as required
Replace security cameras (total: 9) - 50%	5	Ea	927.85	4,639.00	6	6	Replace as required
Upgrade security intercom system - per entrance	2	Item	2,290.97	4,582.00	12	12	Upgrade as required
Replace doors, frames and furniture - general	3	Ea	799.04	2,397.00	10	10	Includes architrave
Replace doors, frames and furniture - services	3	Ea	1,782.48	5,347.00	10	10	Replace as required
Repair or replace door furniture including closers	3	Item	460.42	1,381.00	5	5	Repair or replace as required
Maintain steel balustrades - allowance	1	Item	800.00	800.00	4	4	Repair or replace as required
<b>12. Building signage</b>							
Replace signage	1	Item	1,400.00	1,400.00	10	10	Quotation required
Replace community signage including building name	1	Item	2,000.00	2,000.00	10	10	Quotation required
<b>13. Fire equipment</b>							
Repair or replace fire pump diesel	2	Ea	35,710.41	71,421.00	15	15	Repair or replace as required
Replace fire jacking pump - 3 kW	1	Ea	5,787.55	5,788.00	10	10	Replace as required
Water tank inspection and repair works	1	Item	6,638.22	6,638.00	10	10	Maintain as required
<b>14. Plant - water / plumbing services</b>							
Replace domestic water tank pumps	4	Ea	1,091.62	4,366.00	9	9	Replace as required
Replace domestic water circulation pumps	4	Ea	4,241.09	16,964.00	9	9	Replace as required
Replace hot water system - Rinnai HD 200i electric	14	Ea	1,419.85	19,878.00	11	11	Replace as required
Replace Rinnai Demand Duo's - 315L	4	Ea	2,089.81	8,359.00	15	15	Replace as required
Repair or replace water Hydrovac booster pumps - ground floor	3	Ea	29,503.16	88,509.00	11	11	Repair or replace as required
Repair or replace water Hydrovac booster pumps - rooftop plant room	3	Ea	29,503.16	88,509.00	11	11	Repair or replace as required
Water tank inspection and repair works	2	Item	6,638.22	13,276.00	11	11	Maintain as required
Replace sump pump	2	Ea	3,883.27	7,767.00	9	9	Replace as required
Maintain common property plumbing	1	Item	4,000.00	4,000.00	2	2	Ongoing maintenance program
<b>15. Lift</b>							
Refurbish lift interior	3	Item	11,661.01	34,983.00	14	15	Refurbish as required
General lift repairs - allowance for larger works	3	Ea	31,959.48	95,878.00	14	15	This is an estimate only - lifts need to be individually inspected by a licensed contractor to provide an accurate quote.
Replace high-rise lift - geared, variable speed - 26 stories	3	Ea	501,250.24	1,503,751.00	29	30	Replace as required
<b>16. Rooftop plant rooms and passageways</b>							
Repaint walls	176	m2	20.49	3,606.00	8	8	Ongoing painting program
Repaint doors - both sides including architraves	8	Ea	160.40	1,283.00	8	8	Ongoing painting program
Replace liquid membrane	26	m2	61.46	1,598.00	5	5	Replace as required



Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
17. Garbage refuse / bin room							
Repaint ceilings	70	m2	20.49	1,434.00	8	8	Ongoing painting program
Repaint walls	380	m2	20.49	7,786.00	8	8	Ongoing painting program
Repaint floor - non-slip	70	m2	28.69	2,008.00	8	8	Ongoing painting program
Maintain / repair garbage chute system (total: 25)	6	Item	883.32	5,300.00	6	6	Maintain / repair as required
Maintain / repair garbage system	1	Item	5,073.29	5,073.00	6	6	Maintain / repair as required

## Inspector's Report for Vue Apartments

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1. Actual painting quotations can vary to our painting cost estimates due to colour selection changes (i.e.: changing from light to dark or dark to light that may require multiple coats). Often over product specification that includes either an impact membrane or 3 coat system can add up to 15-20% to the painting per square metre rate.
2. **IMPORTANT NOTES ABOUT PAINTING:** Painting a building serves two main purposes: improving the appearance of the building; and protecting the painted surface. From a maintenance point of view, this second purpose is more important. By sealing the surface, paint protects the building from damage caused by water, salt or air pollutants. Although most paints will hold their appearance for at least ten years, before cracking or peeling occurs, they become porous and lose their protective abilities well before this point. As such, we recommend that surfaces are repainted more frequently.

High-quality elastomeric paints, when properly applied, can achieve longer-lasting results, however the higher cost of this paint, lower spread rates and higher labour costs associated with this work tends to increase painting cost by approximately 50%, and so has not been included in this forecast.

Washing or pressure cleaning a painted surface can significantly diminish its function as a protective coating. If the surface is not repainted after the timeframe recommended above it will become more vulnerable to water, salt and/or pollutants. The resulting damage can considerably increase the cost of surface preparation before future repainting and, in extreme cases lead to concrete cancer, requiring major repairs.

3. The painting cost estimates are as accurate as possible. However, due to privacy considerations, access restrictions to some areas and the varied nature of the property, it is recommended that the Community Corporation obtain quotes for painting work well in advance of when the work is to be carried out to allow for any shortfall or excess in funds.
4. An allowance has been made for the cleaning and maintenance of the driveway. Cleaning may be carried out using high pressure water or a chemical wash; however the Community Corporation should take care to abide by water-use restrictions when doing so.
5. Cracks were noted at several locations in the driveway. All such areas should be monitored closely and in the event that any crack should lengthen or expand a report should be obtained from a structural engineer containing advice on remedial action.
6. The powder coated surfaces throughout the property have a lengthy maintenance-free period when new. After this period these surfaces may be repainted to maintain their appearance. It is important to note that powder coated surfaces will need to be prepared for painting, and that most paints will require an additive to ensure a high quality finish.
7. As the property is in a harsh environment it is most important that the Community Corporation closely monitor the state of repair of the building. Harsh environments shorten the effective lives of many items and can lead to unpredictable wear and tear on a wide range of surfaces and materials. Any signs of corrosion or deterioration should be assessed for repair as swiftly as possible, and repairs undertaken accordingly.

8. We have recommended that the balance of the Sinking Fund be allowed to increase over the length of this report, leading to a significant balance in the later years. It is necessary to allow a larger balance over time to offset the effects of inflation on building material and labour costs and also to ensure that adequate funds are available to provide for major works (which frequently become necessary as the building ages but which cannot be reliably forecast this far in advance). Based on historical data and current trends, we anticipate that building construction and maintenance costs will increase by approximately fifty percent every fifteen years. This recommendation will be reviewed each time this report is updated, in light of price levels and the state of the building at the time of each update. PLEASE NOTE: As lift refurbishments have been included in this report pricing is dramatically different to what you would be paying without lift replacements; however it is strongly advised that this cost is accounted for in years to come.
9. Money allocated for elevated work platforms can be used for other access equipment eg. boomlift, abseil, etc.
10. The liquid membrane on the roof needs regular maintenance and replacement over time which has been included in this report.
11. Money was allocated to the maintenance of driveway / car park entry gates and the replacement of electric gate motors over time.
12. Maintenance of fire equipment was included in this report.
13. Lift maintenance and refurbishments has been included in this report.

## Report Notes

### Sinking Fund Budget (SA)

This budget satisfies the current requirements of Section 26 and 27 of the Strata Titles Act 1988 (SA). The legislation states:-

#### **25—Functions**

*The functions of the Community Corporation are as follows:*

*(a) to administer and maintain the common property for the benefit of the unit holders and, to such extent as may be appropriate, other members of the strata community;*

#### **27—Power to raise money**

*(1) A Community Corporation may raise such funds (including reserve funds for future expenditure of a capital nature) as it thinks necessary.*

*(2) For the purpose of raising funds the Community Corporation may, by resolution, levy contributions against all unit holders.*

*(3) The contributions—*

*(a) will be proportional to the unit entitlements of the various units; or*

*(b) will be determined on such other basis as the Community Corporation decides by unanimous resolution.*

### **THIS REPORT DEALS WITH THE SINKING FUND BUDGET.**

**Figures used and updates** - The figures used in the forecast are typical for this type of building and normal usage. The Community Corporation has some discretion in the timing of most maintenance items. The purpose of this forecast is to ensure monies are available when required to cover foreseeable expenses.

**Contingency** - A contingency has been allowed for any unforeseen expenses. Please refer to the second page of the report.

**Interest, Taxation and Inflation** - The standard interest rate used by Solutions in Engineering is based on the Reserve Bank of Australia's (RBA) historical series for Cash Management and Online Savings Account interest rates for the past previous fifteen years. The company tax rate is applied to interest income unless Solutions in Engineering is advised that the Community Corporation is exempt from tax on external income. The standard inflation rate used by Solutions in Engineering is based upon the entire RBA historical series for Construction, Manufacturing and Property Services inflation, commencing March 1999. While historical figures are not an accurate predictor of specific future outcomes, over the life of this report (fifteen years), interest rates and inflation should approach long-term averages. Changes in economic conditions may affect the accuracy of these figures. This report should be updated at regular intervals to ensure that any such changes are taken into account.

**Administration Budget** - Items of a recurrent nature that are covered by the administration budget such as maintenance contract for lifts, fire protection equipment, air conditioners, cleaning and gardening are not included. Neither are items of a minor recurrent nature with varying life spans such as light bulbs and exit light battery packs.

**Safety** - The inspection does not cover safety issues.

**Lifts** - Due to the many types of lift contracts covering varying parts and aspects of lift maintenance, no allowance is made unless instructed by the Community Corporation Committee/Representative.

**Fire Maintenance** - We have assumed that the Fire Maintenance Contractor has covered the Fire Maintenance Items; no allowance is made unless instructed by the Community Corporation Committee/Representative.

**Items with Indefinite Lives** - There is no allowance for replacement of items that, if properly maintained, should last indefinitely, (unless otherwise requested by the Community Corporation); for example: sanitary fittings and lift carriage interiors. This forecast deals only with estimating the timing of physical obsolescence.

**Improvements** - The Community Corporation may resolve to undertake improvements not related to normal maintenance. No allowance has been made for these items unless instructed.

**Defects** - No allowance has been made for correction of defects resulting from faulty construction except where nominated in the report. The inspectors report summarises only issues observed during our inspection and is not a structural report.

**Ongoing Maintenance Programs** - The lives of some items overall may have been extended indefinitely due to the use of an ongoing maintenance program. When there is any doubt in our minds about how and when an item may need replacement or maintenance, we give control to the Community Corporation. With allowances for ongoing maintenance programs, allow funds to be available for maintenance, gradual replacement or in some cases accumulation of funds for total replacement in the long term. The lives of some items can vary considerably, especially with issues such as:

- Usage.
- Accidental damage to floor tiles, which may or may not be still available or in stock.
- Fences can be maintained and replaced gradually or all at once.
- Metal and Aluminium Balustrades can last anywhere between 10 and 50 years, depending on the original quality, coatings (painting) and maintenance.
- Concrete driveways that have been cracked but are still perfectly sound and serviceable.
- Pumps and Fans can last indefinitely or wear out relatively quickly. This often depends on the quality of internal construction and finish.

**Updates** - The forecast is made with the best available data at this time. The forecast should be upgraded at regular intervals. We recommend a minimum of bi-annual updates.

**Supply terms and conditions** - All services provided by Solutions in Engineering are supplied on the basis of **Supply Terms and Conditions** which are available from our Office and from our website [www.solutionsinengineering.com](http://www.solutionsinengineering.com)

**Please read the information and the notes on the Inspector's report to gain the most from this report.**



## Certificate of Insurance

ABN 29 008 096 277

Ian Wallis  
Community Corporation 40515 Inc  
C/- Whittles Strata Management  
P.O. Box 309  
KENT TOWN SA 5071

**Date:** 25.06.2024  
**Invoice No:** I4573374

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

**Class** Residential Strata/Community Corporation

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

**Period** 30.06.2024 to 30.06.2025

**Policy No.** HU0041415

### 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 40515 Inc  
Residential Strata/Community Corporation

### RESIDENTIAL STRATA/COMMUNITY CORPORATION

**INSURED:**

Community Corporation 40515 Inc

**SITUATION:**

411-427 King William Street, ADELAIDE SA 5000

**INTEREST INSURED:**

Building Sum Insured	\$	110,500,000
Common Contents Sum Insured	\$	1,105,000
Loss of Rent/Temporary Accommodation	\$	16,570,000

Catastrophe/Emergency Cover	Not Insured
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Flood	Insured
Storm Surge	Not Insured

Glass	Insured
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Theft	Insured
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Public Liability	\$	30,000,000
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Voluntary Workers	Insured
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Weekly Benefit	\$	2,000
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Capital Benefit	\$	200,000
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Fidelity	\$	400,000
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Office Bearers Liability	\$	5,000,000
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Machinery Breakdown	\$	100,000
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Government Audit Costs	\$	25,000
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Appeal expenses - common property health and safety breaches	\$	100,000
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Legal Defence Expenses	\$	50,000
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Lot owners fixtures and fixings	\$	250,000
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Floating floors	Insured
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Loss of Market Value	Not Insured
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**EXCESS:**

Standard Excess	\$	5,000
Fire Excess	\$	50,000
Water Damage	\$	10,000

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## COVERAGE SUMMARY

Community Corporation 40515 Inc  
Residential Strata/Community Corporation

Exploratory Costs - Burst Pipes	\$10,000
Flood Excess	\$ 5,000
Storm Surge Excess	Not Applicable
Public Liability Excess	NIL
Voluntary Workers Excess	NIL
Fidelity Excess	NIL
Office Bearers Liability Excess	NIL
Machinery Breakdown Excess	\$1,000
Government Audit Excess	\$1,000
Appeal Expenses Excess	\$1,000
Legal Defence Expenses Excess	\$1,000
Other excesses payable are shown in the Policy Wording	

### ADDITIONAL POLICY BENEFITS AND CONDITIONS:

Not Applicable

MAJOR EXCLUSIONS :Terrorism  
Others As Per Policy

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

### UNDERWRITING INFORMATION:

Year Built	2016
Primary Wall Construction	Concrete
Secondary Wall Construction	Aluminium
Roof Construction	Concrete
Floor Construction	Concrete
Aluminium Composite Panels	No
Primary External Cladding:	
N/A	
Secondary External Cladding:	
N/A	
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	212
Number of Levels	28
Number of Basements	4
Number of Lifts	3
Number of Pools/Spas	1
Number of Gyms	1
Number of Playgrounds	0
Number of Water Features	0
Number of Jetties/Wharfs	0



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KENT TOWN S.A. 5071

## COVERAGE SUMMARY

Community Corporation 40515 Inc  
Residential Strata/Community Corporation

Number of Separate Buildings

1

% of EPS

0 %

% Commercial Tenants

YES%

2 ground floor office/retail units

### Additional Construction Comments:

WALLS - Pre-cast reinforced concrete panels and columns/steel frame  
and perforated steel/aluminium slat/aluminium cladding/curtain glass

ROOF -Reinforced concrete slab/colorbond decking Erected on the land is  
a twenty-eight storey building with basement known as Vue On King Willi  
William comprising two 2) ground floor office/retail units and  
two-hundred and twelve (212) attached apartment style home units in good  
condition. The building is serviced by three central lifts and two  
internal stairwells with secure pedestrian and carpark access.

The apartments are located between the first and twenty-sixth floors  
with designated carparking/storage/bicycle rack areas from the basement  
to sixth floors and car access via Holland Street. Common facilities  
include outdoor inground swimming/lap pool, gymnasium, open terrace  
areas with barbecue facilities to the seventh level and main entry foyer  
/lift foyers to each floor.

# Residential Strata

## Insurance Plan



Product Disclosure Statement  
and Policy Wording





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Date of preparation: 19 April 2021

Date effective: 1 May 2021

QM562-0521

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

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

#### Sub-limit (\$) table

POLICY SECTION	SUB-LIMIT	WHAT WE'LL PAY
Policy 1 – Insured Property	<b>Emergency and temporary protection costs</b> Reasonable cost of temporary protection and safety or emergency repairs to avoid further losses	No more than \$7,500
Policy 1 – Insured Property	<b>Unauthorised use of gas, water and similar charges</b> The cost of increased usage, accidental discharge or additional management charges of metered electricity, gas, sewerage, oil and water you are required to pay following damage to your insured property admitted under Policy 1	Up to \$2,000 in any one Period of Insurance
Policy 1 – Insured Property	<b>Special Benefits, (1)e. Cost of reletting</b> When You have leased out Your Lot/Unit or Common Area We will pay reasonable reletting costs if it is made unfit to be occupied for its intended purpose	Up to \$1,500 per Lot/Unit or Common Area
Policy 1 – Insured Property	<b>Special Benefits, (1)f. Meeting room hire</b> For the purpose of holding Your annual general meeting or committee meetings if You are unable to occupy the meeting room facilities forming part of Your Insured Property	Up to \$5,000 for the cost of hiring temporary meeting room facilities
Policy 1 – Insured Property	<b>Special Benefits, (1)g. Lot Owners contributions and fees</b> You are required to pay during the period Your Lot/Unit is made unfit to be occupied for its intended purpose due to Damage to Your Insured Property	Up to \$2,000 per Lot/Unit, for contributions, levies, maintenance and other fees
Policy 1 – Insured Property	<b>Special Benefits, (1)i. Lot Owners travel costs</b> For reasonable travel costs You incur in visiting Your Lot/Unit for the purpose of consulting with claim adjusters and/or building repairers	Up to \$250 per Lot/ Unit for reasonable travel costs
Policy 1 – Insured Property	<b>Special Benefits 2. Emergency accommodation</b> The reasonable cost of emergency accommodation You necessarily incur if Your Lot/ Unit is made unfit to be occupied for its intended purpose	Up to \$2,500 per Lot/Unit for the reasonable cost of emergency accommodation
Policy 1 – Insured Property	<b>Special Benefits 3. Alterations/additions</b> When You make alterations, additions or renovations to Your Insured Property during the Period of Insurance	Up to \$250,000 for Damage to such alterations, additions or renovations
Policy 1 – Insured Property	<b>Special Benefits 6. Electricity, gas, water and similar charges – unauthorised use</b> In any one Period of Insurance for the cost of metered electricity, gas, sewerage, oil and water You are legally required to pay following its unauthorised use	Up to \$2,000 for the cost of increased usage, accidental discharge or additional management charges of metered electricity, gas, sewerage, oil and water
Policy 1 – Insured Property	<b>Special Benefits 7. Fusion of Motors</b> Replacing an electric motor forming part of Your Insured Property damaged by Fusion	Up to \$5,000 for the cost of repairing or replacing an electric motor
Policy 1 – Insured Property	<b>Special Benefits 8. Environmental improvements</b> For the cost of additional environmental improvements not previously installed such as rainwater tanks, solar	Up to \$20,000 for the cost of additional environmental improvements
Policy 1 – Insured Property	<b>Special Benefits 9. Exploratory costs, Replacement of defective parts</b> <ul style="list-style-type: none"> <li>repairing or replacing the defective part or parts of such tanks, apparatus or pipes</li> <li>rectifying contamination Damage or pollution Damage to land at Your Situation caused by the escape of liquid</li> </ul>	<ul style="list-style-type: none"> <li>to a limit of \$1,000</li> <li>to a limit of \$1,000</li> </ul>
Policy 1 – Insured Property	<b>Special Benefits 11. Funeral Expenses</b> For funeral expenses if the Lot Owner, or a family member who permanently resides with the Lot Owner, dies as the direct consequence of Damage to Your Insured Property	Up to \$5,000 per Lot/Unit
Policy 8 – Catastrophe	<b>Special Benefits</b> Total amount payable under Policy 8 for Special Benefits 1 to 4	a. Temporary accommodation/rent: 15% b. Escalation in costs: 5% c. Removal storage and cost of evacuation: 5%
Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses	<b>Additional Benefit 1. Record Keeping Audit</b> Professional Fees you reasonably incur with Our written consent, which we will not unreasonably withhold in connection with a Record Keeping Audit.	Up to \$1,000 in any one Period of Insurance for Professional Fees

# Residential Strata Insurance Plan



## Sub-limit (time) table

POLICY SECTION	SUB-LIMIT	TIME LIMIT
<b>Policy 1 – Insured Property</b>	<b>Special Benefit 1b – Rent</b> The cost necessarily incurred to abate the Rent of Your Tenant	Not exceeding a maximum of three (3) months
<b>Policy 1 – Insured Property</b>	<b>Special Benefits, (1)c. Disease, murder and suicide</b> If You are not permitted to occupy Your Lot/Unit or Common Area by order of the Police, a Public or Statutory Authority, other body, entity or person so empowered by law, due to: <ul style="list-style-type: none"> <li>the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plant cooling towers and the like;</li> <li>a human infectious or contagious disease, except for communicable disease;</li> <li>murder or suicide; occurring at Your Situation.</li> </ul>	Not exceeding a maximum of thirty (30) days
<b>Policy 1 – Insured Property</b>	<b>Special Benefits, (1)d. Failure of supply services</b> If Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from Damage by an Event claimable under Policy 1	Provided the failure of services extends for more than forty eight (48) hours We will pay from the time of the failure until the time such services are reinstated, or for a period of thirty (30) days
<b>Policy 7 – Machinery Breakdown</b>	<b>Special Benefit</b> Where your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose	Breakdown of plant and equipment must extend for more than seven (7) days  Liability for Loss of Rent or Temporary Accommodation will be limited to a period not exceeding a maximum of thirty (30) days and up to a maximum of twenty percent (20%) of the amount shown in the Schedule

## Excess table

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





## Product Disclosure Statement (PDS)

This PDS was prepared on 19 April 2021.

### Important Information and Notices

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

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

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

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

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

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

### About QBE

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

We have authorised the information contained in this PDS.

### About CHU

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

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

### Authority to act on Our behalf

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

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

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

### For more information or to make a claim

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

### Your duty of disclosure

Before You enter into an insurance contract, You have a duty of

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

You do not need to tell Us anything that:

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

### If You do not tell Us something

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

### Claims made and Notified Insurance

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

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

### Privacy

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

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

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

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

PO Box A2016, Sydney South NSW 1235 or email [privacyofficer@steadfastagencies.com.au](mailto:privacyofficer@steadfastagencies.com.au).

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

# Residential Strata Insurance Plan



## What You should read

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

- all of the Product Disclosure Statement - this information is designed to help You understand this insurance and Your rights and obligations under it;
- the Policy Wording part which commences on page 8. It tells You about:
  - what makes up the insurance i.e. Your contract with Us which We call a Policy;
  - important definitions that set out what We mean by certain words;
  - the cover We can provide (see Policies 1 to 10);
  - what Excesses You may have to pay;
  - when You are not insured (see General exclusions and other exclusions under Policies 1 to 10);
  - what You and We need to do in relation to claims;
  - Yours and Our cancellation rights.
- the relevant quote/ proposal form You need to complete to apply for cover (if applicable);
- any Schedule when it is issued to You; and
- any other documents We may give You which vary Our standard terms of cover set out in this document.

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

## Significant features and benefits

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

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

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

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

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

### Policy 2 – Liability to Others

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

Insured Property that happens during the Period of Insurance.

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

### Policy 3 – Voluntary Workers

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

### Policy 4 – Workers Compensation

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

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

### Policy 5 – Fidelity Guarantee

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

### Policy 6 – Office Bearers' Legal Liability

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

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

### Policy 7 – Machinery Breakdown

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

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

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

### Policy 8 – Catastrophe Insurance

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

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





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

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

## Policy 10 – Lot Owners’ Fixtures and Improvements

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

## Important information you should understand

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

## Exclusions

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

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

- a. any Act of Terrorism where such act is directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination;
- b. the actual or alleged use or presence of asbestos;
- c. ionising radiation from, or contamination by radio-activity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

## Conditions

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

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

## The cost of this insurance

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

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

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

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

## Paying Your Premium

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

## Other costs, fees and charges

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

## Administration Fee

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

## Refund of Premium

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

## Commissions

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

## Confirming transactions

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

## Receiving Your Policy documents

You may choose to receive Your Policy documents:

- a. electronically, including but not limited to email; or
- b. by post.

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



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

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

## How to make a claim

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

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

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

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

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

## Cooling-off information

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

This cooling-off right does not apply if You have made or are entitled to make a claim. Even after the cooling-off period ends You still have cancellation rights. Please see General Conditions.

## Cancellation

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

Further details about cancellation are shown in the General Conditions.

## General Insurance Code of Practice

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

The Code aims to:

- a. commit Us to high standards of service;
- b. promote better, more informed relations between Us and You;
- c. maintain and promote trust and confidence in the general insurance industry;
- d. provide fair and effective mechanisms for the resolution of complaints and disputes between Us and You;
- e. promote continuous improvement of the general insurance industry through education and training.

You can obtain a copy of the Code from CHU or from [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

## Resolving Complaints and Disputes

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

### Something not right?

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

### Step 1 – Talk to CHU

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

### Step 2 – Escalate Your complaint

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

### Step 3 – Still not resolved?

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

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

### Disputes not covered by the AFCA Rules

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

### Privacy complaints

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

### Contacting QBE's CCU, AFCA or the OAIC

How to contact QBE Customer Care	
Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays) Calls from mobiles, public telephones or hotel rooms may attract additional charges
Email	<ul style="list-style-type: none"> <li>complaints@qbe.com, to make a complaint</li> <li>privacy@qbe.com, to contact Us about privacy or Your personal information</li> <li>customercare@qbe.com, to give feedback or pay a compliment</li> </ul>
Post	Customer Care, GPO Box 219, Parramatta NSW 2124
How to contact AFCA	
Phone	1800 931 678 (free call)
Email	info@afca.org.au
Online	www.afca.org.au
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001
How to contact the OAIC	
Phone	1300 363 992 Calls from mobiles, public telephones or hotel rooms may attract additional charges
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

### Request for Information

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

### Contact CHU

Phone: 1300 361 263

Email: info@chu.com.au

### Financial claims scheme

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

### How to contact APRA

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

Online: [www.fcs.gov.au](http://www.fcs.gov.au)

### Monetary limits on the cover

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

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

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

### Payment of Excesses

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

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

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

### GST Implications

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

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

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



## Policy Wording

### Our Agreement

The agreement between You and Us consists of:

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

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

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

### Excesses

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

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

### How much We will pay

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

### General Definitions

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

#### Act of Terrorism

means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a. involves violence against one or more persons; or
- b. involves damage to property; or
- c. endangers life other than that of the person committing the action; or
- d. creates a risk to health or safety of the public or a section of the public; or
- e. is designed to interfere with or to disrupt an electronic system.

#### Body Corporate

means the owner(s) of Your Insured Property and Common Area

incorporated under the Strata Legislation where Your Insured Property and Common Area is situated.

#### Body Corporate Manager/Agent

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

#### Common Area

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

#### Communicable Disease

means:

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

#### Computer System

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

#### Cyber Incident

means:

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

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

#### Damage, Damaged

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





### Earth Movement

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

### Electronic Data

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

### Endorsement

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

### Erosion

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

### Event, Events

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

### Excess

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

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

### Floating Floors

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

### Flood

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

- a. a lake (whether or not it has been altered or modified);
- b. a river (whether or not it has been altered or modified);
- c. a creek (whether or not it has been altered or modified);
- d. another natural watercourse (whether or not it has been altered or modified);
- e. a reservoir;
- f. a canal;
- g. a dam.

### Fusion

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

### Indemnity Value

means the cost to rebuild, replace or repair property to a condition which is equivalent to or substantially the same as but not better

nor more extensive than its condition at the time of loss taking into consideration age, condition and remaining useful life. We will take reasonable steps in determining the indemnity value and will provide You with details of Our calculation if requested by You.

### Insured Property

#### a. Building:

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

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

#### b. Common Area Contents: means:

- i. furniture, furnishings, household goods, light fittings, internal blinds, curtains, fire extinguishers and the like;
  - ii. built-in or freestanding appliances such as dishwashers, washing machines and dryers, other electrical items;
  - iii. carpets (whether fixed or unfixed), floor rugs;
  - iv. swimming pools or spas that are not in-ground;
  - v. swimming pool or spa covers and accessories;
  - vi. wheelchairs, garden equipment including lawn mowers, golf carts, golf buggies or other similar type items but only if such item is not required to be registered;
- that You own or have legal responsibility for:
- at, in or adjacent to Your Situation, or
  - temporarily removed elsewhere in Australia including transit to and from Your Situation.

Building and Common Area Contents do not include:

- aircraft, caravans, trailers, Vehicles (other than garden appliances not required to be registered), hovercraft and Watercraft including their accessories or spare parts whether fitted or not;
- livestock, fish, birds or other animals;
- Lot Owners' Contents and any other personal property of theirs;
- money, other than as covered under Special Benefit 15 – Money of Policy 1 – Insured Property;
- plants, hedges, trees, shrubs, gravel, shale, stones, clay or soil on paths or driveways or tennis courts, soil or bark or mulch in gardens other than as covered under Special Benefit 13 – Landscaping of Policy 1 – Insured Property; and
- temporary wall, floor and ceiling coverings within a Lot/Unit, and mobile or fixed air-conditioning units servicing an individual Lot/Unit (if Your Situation is in Queensland).

# Residential Strata Insurance Plan



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

## **Land Value**

means the sum certified by the Valuer General as being the value of the land at the Situation after due allowance has been made for variations or other special circumstances affecting such value either before or after the Damage and which would have affected the value had Damage not occurred.

## **Limit of Liability**

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

## **Lot/Unit**

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

## **Lot Owner**

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

## **Lot Owners' Contents**

means (but not so as to limit the generality thereof):

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

## **Malware or Similar Mechanism**

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

## **Members**

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

## **Period of Insurance**

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

## **Policy**

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

## **Premium**

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

## **Rainwater**

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

## **Rent**

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

## **Replacement**

means:

- a. the reasonable cost of rebuilding, replacing or repairing to a condition which is equivalent to or substantially the same as but not better nor more extensive than when it was new; and
- b. the extra costs necessarily incurred to alter or upgrade Your Insured Property to comply with Public, Statutory or Environmental Protection Authority requirements, but does not include:
  - i. any costs that would have been incurred in complying with orders issued prior to the happening of the loss;
  - ii. any extra costs to alter or upgrade any portion of Your undamaged Insured Property if the cost to rebuild, replace or repair the Damaged portion is less than twenty five percent (25%) of what the cost would have been had Your Insured Property been totally destroyed.

## **Schedule**

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

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

## **Senior Counsel**

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

## **Situation**

means the land at the address(es) shown in the Schedule where Your Insured Property is situated.

## **Storm**

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

## **Storm Surge**

means the abnormal rise of the sea caused by storm's winds pushing the ocean surface onshore. Storm Surge does not include predicted astronomical tides.



### Strata Legislation

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

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

### Stratum or Volumetric Lot

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

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

### Stratum Lot Owner or Volumetric Lot Owner

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

### Sum Insured

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

### Temporary Accommodation

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

### Tenant

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

### Tsunami

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

### Vehicle, Vehicles

means:

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

### Voluntary Worker

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

Voluntary Worker does not mean employees, contractors or any person who receives a payment, reward or remuneration (other than provided herein) for their services.

### Watercraft

means any vessel, craft or thing made or intended to float on or in or travel through water.

### Wear and Tear

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

### We, Our, Us, the Insurer

means QBE Insurance (Australia) Limited ABN 78 003 191 035.

### You, Your, Yours

means:

#### a. in respect of Policies 1, 8, and 10:

the Body Corporate, Corporation, Owners Corporation, Plan or Company named on the Schedule including:

- i. the interest therein of Members;
- ii. Lot Owners in respect of Special Benefits 1, 2, 11, 13, 18, 22 and 23 of Policy 1 – Insured Property;
- iii. Lot Owners in respect of Special Benefits 1, 2 and 4 of Policy 8 – Catastrophe Insurance.

#### b. in respect of Policy 2 – Liability to Others:

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

- i. the interest therein of Members;
- ii. the organisers of recreational activities in respect of item 5 of Policy 2;
- iii. a Voluntary Worker whilst engaged solely in work or duties on behalf of the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule.

#### c. in respect of Policy 3 – Voluntary Workers:

a Voluntary Worker whilst engaged solely in work or duties on behalf of the Body Corporate, Corporation, Owners Corporation, Plan or Company named on the Schedule.

#### d. in respect of Policies 4, 5, 7, and 9:

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

#### e. in respect of Policy 6 – Office Bearers' Legal Liability:

the past, present or future Office Bearers or committee members of the Body Corporate, Corporation, Owners Corporation, Plan or Directors of the Company, including those persons':

- i. estate, heirs, legal representative or assigns;
- ii. legal representative or assigns if he/she is incompetent, insolvent or bankrupt;
- iii. but does not include a Body Corporate Manager/Agent or any other contracted person(s), firm or company when acting in their professional capacity.



## General conditions

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

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

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

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

### 2. Alteration of risk

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

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

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

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

### Cancellation by Us

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

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

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

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

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

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

You must advise Us of Your correct Australian Business Number & Taxable Percentage. Any GST liability arising from Your incorrect advice is payable by You.

Where the settlement of Your claim is less than the Sum Insured or the other limits of insurance cover, We will only pay an amount for GST (less Your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover Your loss, We will only pay the GST relating to Our settlement of the claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in

*A New Tax System (Goods and Services Tax) Act 1999* (Cth) and related legislation as amended from time to time. Taxable Percentage is Your entitlement to an Input Tax Credit on Your Premium as a percentage of the total GST on that Premium.

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

### 5. Joint insureds

When more than one party is named on the Schedule as an insured We will treat each as a separate and distinct party. The words You, Your, Yours will apply to each party in the same manner as if a separate Policy had been issued to each party, provided Our liability for any Sum Insured, Limit of Liability or other Policy limit for any one Event or Occurrence is not thereby increased. Any act, breach or non-compliance with the terms and conditions of this Policy committed by any one such party shall not be prejudicial to the rights and entitlements of the other insured party(ies), provided that the other insured party(ies) upon becoming aware of any such act, breach or non-compliance which increases the risk of loss, damage or liability give Us written notice within a reasonable time.

### 6. Excess

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

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

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

### 7. Reinstatement of Sum Insured

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

This condition does not apply:

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



- c. to Policy 6 – Office Bearers’ Legal Liability
- d. to Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses;
- e. to Special Benefits 6 and 23 of Policy 1 – Insured Property.

## 8. Governing law and jurisdiction

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

## 9. Subrogation, recovery action & uninsured loss

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

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

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

## 10. Related Claims

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

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

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

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

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

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

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

## 12. You must disclose all previous claims

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

If You do not tell Us anything You are required to tell Us, We may

cancel Your insurance or reduce the amount We will pay You if You make a claim, or both. If Your failure to tell us is fraudulent, We may reduce or refuse to pay a claim and treat the insurance as if it never existed.

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

- a. renewal or insurance policy declined, cancelled or refused, or where any Excess was imposed;
  - b. claim refused by an insurer;
  - c. claim made; in relation to You;
- because any of these may affect the Premium and extent of insurance.

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

For example We may be entitled to:

- i. charge You an applicable additional Premium;
- ii. impose (back dated) restrictions declining Your insurance back to when this information should have been advised to Us;
- iii. decline to insure You;
- iv. refuse a claim.

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

## General Exclusions

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

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

### 1. Act of Terrorism

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

### 2. Asbestos

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

### 3. Electronic Data

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

### 4. Intentional damage

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

### 5. Nuclear

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

### 6. War, expropriation

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



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

## 7. Sanctions limitation and exclusion clause

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

## 8. Communicable diseases

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

## 9. Cyber Incident

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

## Claims Conditions

### 1. What You must do

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

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

### 2. What You must not do

Whatever the circumstances You must not:

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

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

### 3. How to make a claim

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

- a. promptly inform CHU by telephone, in writing or in person. You may have to contribute towards Your claim if Your notification is outside of a reasonable timeframe and results in higher costs for Us or harms Our investigation opportunities. We will reduce Our liability to the extent of any prejudice caused by Your delayed notification;
- b. provide details of the Event and when requested complete and return Our claim form as soon as reasonably practicable together with all letters, documents, valuations, receipts or evidence of ownership that You have been asked to provide;
- c. provide written statements under oath if We reasonably require it;

d. be interviewed about the circumstances of the claim;

e. allow Us to inspect Your Insured Property and take possession of any damaged item if reasonable and required and to deal with it in a reasonable way;

f. provide Us as soon as reasonably practicable with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the Event.

### 4. Claim preparation costs and fees

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

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

### 5. Our approval needed for repairs

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

### 6. Repairs or Replacement

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

### 7. You must assist Us

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

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

### 8. False or misleading information

We may deny part or all of Your claim if You are not truthful and frank in any statement You make in connection with a claim or if a claim is fraudulent or false in any respect.

We may also report any suspected fraudulent act to the Police for further investigation.

### 9. Salvage value

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

### 10. Other insurance

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

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

## Policy 1 - Insured Property

### What We insure

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

### Additional Benefits

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

#### 1. Architects' and professional fees, removal of debris

- a. the cost of architects' fees, surveyors' fees and other professional fees;
- b. the cost of removal, storage and/or disposal of debris, being the residue of Your Damaged Insured Property (including debris required to be removed from adjoining or adjacent public or private land), Damaged Lot Owners' and occupiers' Contents and of anything which caused the Damage;
- c. the cost of dismantling, demolishing, shoring up, propping, underpinning, or other temporary repairs;
- d. the cost of demolition and disposal of any undamaged portion of Your Insured Property including undamaged foundations and footings in accordance with a demolition order issued by a public or statutory authority.

You necessarily incur in the Replacement of Your Insured Property.

#### 2. Emergency and temporary protection costs

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

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

#### 3. Government fees, contributions or imposts

fees, contributions or imposts required to be paid to any public or statutory authority to obtain their authority to rebuild, repair or replace Your Insured Property, but We will not pay for any fine or penalty imposed by any such authority.

#### 4. Legal fees

legal fees You necessarily incur in making submissions and/or applications to any public or statutory authority, Builders Licensing Board, or Land and Environment Courts.

#### 5. Emergency services

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

#### 6. Lot/Unit Internal wall coverings or paint

Where the Strata Legislation excludes paint and wallpaper within Lot Owners' Lots/Units from the definition of Building, and Your Sum Insured under Policy 1 is not otherwise expended in respect of any one Event We will pay for the cost of repainting or re-wallpapering the internal walls or ceilings of a Lot/Unit at Your Situation if they are

Damaged by an Event claimable under Policy 1. Our liability under this Additional Benefit is limited to the room, hallway or passageway where the Damage occurs.

### Special Benefits

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

#### 1. Temporary Accommodation / Rent / contributions / storage

##### a. Temporary Accommodation

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

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

We will pay:

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

##### b. Rent

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

- i. Damage to Your Insured Property that is admitted as a claim under Policy 1; or
- ii. reasonable access to or occupancy of Your Lot/Unit or Common Area being prevented by Damage from an Event claimable under Policy 1 happening to other property in the immediate vicinity;
- iii. disruption to Your Tenants' occupancy of Your Lot/Unit or Common Area that is made partially unfit to be occupied for its intended purpose.

We will pay:

- under Clause b.i. from the time of the Event until the time Your Lot/Unit or Common Area is relet following completion of rebuilding, repairs or Replacement provided You demonstrate You have taken all reasonable actions to obtain a new tenant; and
- under Clause b.ii. from the time of the Event until the time when access to Your Lot/Unit or Common Area is re-established;
- under Clause b. iii, the cost You necessarily incur to abate the Rent of Your Tenant during this disruption from the time of the Event until the time when this disruption has ceased but in all not exceeding a maximum of three (3) months.

##### c. Disease, murder and suicide

We will pay for:

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



if You are not permitted to occupy Your Lot/Unit or Common Area by order of the Police, a Public or Statutory Authority, other body, entity or person so empowered by law, due to:

- the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plant cooling towers and the like;
- a human infectious or contagious disease, except for Communicable Disease;
- murder or suicide; occurring at Your Situation.

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

#### **d. Failure of supply services**

We will pay for:

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

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

#### **e. Cost of reletting**

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

- i. Damage to Your Insured Property that is admitted as a claim under Policy 1; and
- ii. Your Tenant at the time of the Event subsequently advises they will not be reoccupying the Lot/Unit or Common Area they previously leased.

#### **f. Meeting room hire**

We will pay up to \$5,000 for the cost of hiring temporary meeting room facilities for the purpose of holding Your annual general meeting or committee meetings if You are unable to occupy the meeting room facilities forming part of Your Insured Property by Damage to Your Insured Property that is admitted as a claim under Policy 1.

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

#### **g. Lot Owners' contributions and fees**

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

#### **h. Lot Owners' removal and storage costs**

We will pay the reasonable costs You necessarily incur in:

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

- ii storing undamaged Lot Owners' Contents at that place or an equivalent alternate place;
- iii returning undamaged Lot Owners' Contents to Your Situation when occupancy of their Lot/Unit is permitted;
- iv insuring undamaged Lot Owners' Contents during such removal, storage and return;

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

#### **i. Lot Owners' travel costs**

When You have leased out Your Lot/Unit We will, if Your Lot/Unit is made unfit to be occupied for its intended purpose due to Damage to Your Insured Property that is admitted as a claim under Policy 1, We will pay up to \$250 per Lot/Unit for reasonable travel costs You incur in visiting Your Lot/Unit for the purpose of consulting with claim adjusters and/or building repairers.

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

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

#### **2. Emergency accommodation**

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

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

- a. Damage to Your Insured Property that is admitted as a claim under Policy 1; or
- b. reasonable access to or occupancy of Your Lot/Unit being prevented by Damage from an Event claimable under Policy 1 happening to other property in the immediate vicinity.

#### **3. Alterations/additions**

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

- i. the value of such work does not exceed that amount; or
  - ii. You notify Us and We otherwise agree in writing before the commencement of such work;
- but We will not pay if, under the terms and conditions of the contract You have signed with the builder, contractor or similar entity, such party is required to effect cover under a Contract Works or similar insurance policy that insures material damage.

#### **4. Arson reward**

We will pay a total reward of up to \$10,000 for information (irrespective of the number of people supplying information) which leads to a conviction for arson, theft, vandalism or malicious damage provided such Damage to Your Insured Property is claimable under Policy 1. We will pay the reward to the person or persons providing





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

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

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

#### 6. Electricity, gas, water and similar charges – unauthorised use

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

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

#### 7. Fusion of motors

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

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

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

We will not pay for:

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

#### How We will settle Your Fusion claim

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

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

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

#### 8. Environmental improvements

If Damage to Your Insured Property is admitted as a claim under Policy 1 and the cost to rebuild, replace or repair the Damaged portion is

more than twenty-five percent (25%) of what the cost would have been had Your Insured Property been totally destroyed We will, in addition to the cost of environmental improvements claimable under Policy 1, also pay up to \$20,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy and grey water recycling systems.

#### 9. Exploratory costs, Replacement of defective parts

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

We will also pay for reasonable costs incurred in:

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

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

#### 10. Fire extinguishing

We will pay for the reasonable costs and expenses You necessarily incur in:

- a. extinguishing a fire at Your Situation, or in the vicinity of Your Situation and threatening to involve Your Insured Property or for the purpose of preventing or diminishing Damage including the costs to gain access to any property;
- b. replenishing fire fighting appliances, replacing used sprinkler heads, and resetting fire, smoke and security alarm systems;
- c. shutting off the supply of water or any other substance following the accidental discharge or escape of such substances from fire protective equipment.

#### 11. Funeral expenses

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

#### 12. Keys, lock replacement

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

- a. re-keying or re-coding locks together with replacement keys; or
- b. replacing locks with locks of a similar type and quality if they cannot be re-keyed or re-coded;

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

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



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

### 13. Landscaping

We will pay the lesser of one percent (1%) of the Building Sum Insured under Policy 1 or \$100,000, for the reasonable costs You or a Lot Owner necessarily incur in replacing or repairing Damaged trees, shrubs, plants, lawns or rockwork at Your Situation lost or damaged by an Event claimable under Policy 1.

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

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

### 14. Modifications

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

This Benefit only applies if the paraplegia or quadriplegia has continued for a period of not less than six (6) months from the date of the Event and is substantiated by a legally qualified medical practitioner.

### 15. Money

We will pay up to \$25,000 for loss of Your money while in the personal custody of an Office Bearer or committee member of Yours, or of Your Body Corporate Manager/Agent while acting on Your behalf.

We will not pay for fraudulent misappropriation, larceny or theft or any attempt 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 up to \$5,000 to discharge any mortgage over Your Insured Property if it becomes a total loss, is not replaced and We have paid the Sum Insured payable under Policy 1.

### 17. Personal property of others

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

### 18. Pets, security dogs

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

### 19. Purchaser's interest

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

### 20. Damaged Office Records

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

### 21. Removal, storage costs

We will pay up to \$25,000 for the reasonable costs You necessarily incur in:

- a. removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;
- b. storing such undamaged portion at that place or an equivalent alternate place;
- c. returning such undamaged portion to the Situation when restoration work is completed;
- d. insuring Your undamaged Insured Property during such removal, storage and return;

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

### 22. Removal of squatters

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

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

### 23. Title deeds

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

### 24. Water removal from basement

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

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

## Exclusions

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

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



- ii. lightning;
- iii. power surge when such Event is confirmed by the supply authority; or
- iv. resulting fire damage;
- d. any action of the sea, high water or high tide or tidal wave. However We will pay if the Damage is due to Tsunami;
- e. Storm Surge;
- f. vibration or from the removal or weakening of or interference with the support of land or buildings or any other property, Erosion or Earth Movement. However We will pay if the Damage is due to:
  - i. earthquake or seismological disturbance, Tsunami, explosion, physical impact by aircraft;
  - ii. bursting, leaking or overflowing of water tanks, pipes, drains, gutters or other water or liquid carrying apparatus;
- g. underground (hydrostatic) water; however We will pay if the Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains;
- h. the invasion of tree or plant roots nor for the cost of clearing pipes or drains blocked by any such invasion. However We will pay for water or liquid Damage resulting from blocked pipes or drains;
- i. inherent defect or latent defect
- j. vermin, mice, rats, termites, insects, mildew, or by pecking, biting, chewing or scratching by birds or animals. However We will pay if any of these causes directly result in Damage from any other Event claimable under Policy 1 – Insured Property such as fire or glass breakage;
- k. the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds;
- l. water in swimming pools, spas or water tanks;
- m. normal settling, creeping, heaving, seepage, shrinkage, or expansion in buildings, foundations/footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other structural improvements;
- n. smut or smoke from industrial operations (other than sudden or unforeseen Damage resulting therefrom);
- o. any process involving the application of heat being applied directly to any part of Your Insured Property. However We will pay if any other part of Your Insured Property is Damaged or destroyed by fire.

## 2. We will not pay for Damage to:

- a. glass caused by artificial heat, during installation or removal, which has a crack or imperfection, or is required to be insured by any other party in terms of an occupancy agreement;
- b. carpets and other floor coverings resulting from staining, fading or fraying. However We will pay if the Damage directly results from any other Event claimable under Policy 1 – Insured Property;
- c. boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting from the explosion thereof;
- d. Your Insured Property if it is vacant and undergoing demolition unless Our written consent to continue cover has been obtained before the commencement of demolition which will not unreasonably be withheld ;

- e. Your Insured Property directly resulting from construction, erection, alteration or addition where the value of such work exceeds \$500,000 unless Our written consent to continue cover has been obtained, which will not unreasonably be withheld, before the commencement of such work. However We will pay for Damage which results from any other Event claimable under Policy 1.

## 3. We will not pay for:

- a. demolition ordered by any Public or Statutory Authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement or due to the incorrect siting of Your Insured Property;
- b. Damage caused by non-rectification of an Insured Property defect, error or omission that You were aware of, or should reasonably have been aware of;
- c. the cost of rectifying faulty or defective materials or faulty or defective workmanship, design or specification;
- d. consequential loss, including but not limited to any:
  - i. loss of use;
  - ii. loss of contract;
  - iii. loss of profit/revenue;
  - iv. loss of opportunity;
  - v. loss of goodwill and/or reputational damage; or
  - vi. special damages;
 other than specifically provided under an operative Additional Benefit or Special Benefit.
- e. Wear and Tear.

## Claims - how We will settle Your claim

### 1. Rebuilding, replacement or repair

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

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

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

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

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



- e. when We wish to rebuild, replace or repair and You do not want this to occur and submit a claim for cash settlement in lieu, We will only pay Indemnity Value which means We will:
  - i. reduce the amount payable after due consideration of age and condition of the property at the time of loss, We will ensure any reduction of the amount payable is fair and reasonable;
  - ii. not pay in excess of Indemnity Value of Your Insured Property; and
  - iii. seek release from further liability under this Policy.

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

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

## **2. Undamaged part of Insured Property, foundations and footings**

If Your Insured Property is Damaged and any Public or Statutory Authority requires replacement to be carried out on another site We will pay for the value of any undamaged part of Your Insured Property, including foundations and footings, as though they had been destroyed.

If the sale value of the original Situation with such undamaged part is greater than without them We will deduct the amount of such difference from any settlement otherwise payable by Us.

## **3. Floor space ratio**

If Your Insured Property is Damaged and Replacement is limited or restricted by any Public or Statutory Authority requirement which results in the reduction of the floor space ratio index, We will pay:

- a. the difference between:
  - i. the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; and
  - ii. the estimated cost of Replacement at the time of Damage had the reduced floor space ratio index not applied;

alternatively We will pay:

- b.
  - i. the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; plus
  - ii. the cost of purchasing an existing building or part thereof equivalent in size to the area by which the floor space ratio index has been reduced; or
  - iii. the cost of purchasing a block of land and the cost of Replacement thereon of Insured Property equivalent in size to the area by which the floor space ratio index has been reduced;

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

## **4. Land Value**

We will pay the difference between Land Value before and after Damage if any Public or Statutory Authority refuses to allow Your Insured Property to be replaced or only allows partial Replacement, less any sum paid by way of compensation by any such Authority.

## **5. Electronic data**

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

## **Special Provisions**

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





## Policy 2 – Liability to Others

### What We insure

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

Further, We will pay:

- a. all legal costs and expenses incurred by Us;
- b. reasonable cost of legal representation You necessarily incur with Our written consent which we will not unreasonably withhold at a coronial inquest or inquiry into any death which may be the subject of a claim for compensation under Policy 2;
- c. other reasonable expenses You necessarily incur that We have agreed to reimburse; and
- d. all interest accruing after judgment has been entered against You until We have paid, tendered or deposited in court the amount that We are liable to pay following judgment;

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

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

#### 1. Bridges, roadways, kerbing, footpaths, services

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

#### 2. Car park liability

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

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

#### 3. Fertiliser, pesticide, herbicide application

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from the application of any fertiliser, pesticide or herbicide to Insured Property.

We will not pay:

- a. unless the fertiliser, pesticide or herbicide has been applied in conformity with any Public or Statutory Authority requirement or, in the absence of any such requirement, in conformity with the manufacturer's recommendations;
- b. Damage to Insured Property, or its improvements including gardens and lawns, to which the fertiliser, pesticide or herbicide was being applied.

#### 4. Hiring out of sporting and recreational facilities

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

#### 5. Recreational activities

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

#### 6. Services

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

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

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

#### 7. Watercraft

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

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

#### 8. Wheelchairs, garden equipment, other vehicles

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

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

#### 9. Court appearance

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

### Exclusions

We will not pay for any claim:

1. in connection with any liability for Personal Injury to any employee arising out of or in the course of their employment with You.
2. in respect of liability imposed by the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated.
3. in respect of:
  - a. damage to property belonging to, rented by or leased by You or in Your physical or legal control, other than as provided under the operative items of Policy 2;
  - b. damage to property belonging to any person who is deemed a worker or employee within the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated;
  - c. injury to or death of animals on Your Common Area;
  - d. Personal Injury or Property Damage caused by animals on Your Common Area other than guard or watch dogs You employ for security purposes.



4. arising out of the rendering or failure to render professional advice by You or any error or omission connected therewith. This exclusion does not apply to the rendering or failure to render professional medical advice by a legally qualified medical practitioner, legally qualified registered nurse, dentist or first aid attendant You use to provide first aid services at Your Situation.
5. arising out of the publication or utterance of a defamation, libel or slander:
  - a. made prior to the commencement of Policy 2;
  - b. made by You or at Your direction when You knew it to be false.
6. arising out of the ownership, possession or use by You of any Vehicle, Watercraft, hovercraft, aircraft or aircraft landing areas other than as provided under the operative items of Policy 2.
7. arising out of or in connection with the ownership of marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) if such facilities are used for commercial purposes or provide fuel distribution facilities, unless We otherwise agree in writing.
8. arising out of construction, erection, demolition, alterations or additions to Your Insured Property where the cost of such work exceeds \$500,000, unless You advise Us and obtain Our written consent, which We will not unreasonably withhold, to continue cover before commencement of such works.
9. arising from vibration or from the removal or weakening of or interference with the support of land or buildings or any other property.
10. arising under the terms of any agreement unless liability would have attached to You in the absence of such agreement.

This exclusion does not apply to:

- a. liability assumed by You under any contract or lease of real or personal property;
- b. liability assumed by You in the course of ownership of Your Common Area and Insured Property under the terms of any written agreement with the company, person or firm appointed to manage ownership of Your Common Area and Insured Property except where liability arises out of:
  - i. any act of negligence on their part; or
  - ii. by their default in performing their obligations under such agreement.
11. arising out of or caused by the discharge, dispersal, release of or escape of Pollutants into or upon property, land, the atmosphere, or any water course or body of water. This exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place during the Period of Insurance.
12. arising out of or incurred in the prevention, removing, nullifying or clean-up of any contamination or pollution. This exclusion does not apply to clean-up, removal or nullifying expenses only which are incurred after a sudden, identifiable, unexpected and unintended happening which takes place in its entirety at a specific time and place during the Period of Insurance.
13. for fines or penalties or for punitive, aggravated, exemplary or additional damages (including interest and costs) imposed against You.

14. made or actions instituted:

- a. outside Australia;
- b. which are governed by the laws of a foreign country.

## Definitions

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

## Occurrence

means an Event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended to happen by You.

## Personal Injury

means:

- a. bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury;
- b. false arrest, wrongful detention, false imprisonment or malicious prosecution;
- c. wrongful entry or eviction or other invasion of the right of privacy;
- d. a publication or utterance of defamatory or disparaging material;
- e. assault and battery not committed by You or any Lot Owner or at Your or their direction unless committed for the purpose of preventing or eliminating danger to person or property; which happens during the Period of Insurance anywhere in Australia.

## Pollutants

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

## Property Damage

means:

- a. physical damage to or destruction of tangible property including its loss of use following such physical damage or destruction; or
- b. loss of use of tangible property which has not been physically damaged or destroyed provided that the loss of use has been caused by an Occurrence;

which happens during the Period of Insurance anywhere in Australia.

## Policy 3 – Voluntary Workers

### What We insure

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

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

### Table of Benefits

Insured event	Benefit
1. Death	\$200,000
2. Total and irrecoverable loss of all sight in both eyes	\$200,000
3. Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot	\$200,000
4. Total and permanent loss of the use of one hand or of the use of one foot	\$100,000
5. Total and irrecoverable loss of all sight in one eye	\$100,000
6.a. Total Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Total Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	\$2,000
6.b. Partial Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Partial Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	\$1,000
7. The reasonable cost of domestic assistance certified by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities – in respect of each week of disablement a weekly benefit not exceeding \$500 up to a maximum of:	\$5,000
8. The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury to obtain medical treatment – up to maximum of:	\$2,000
9. The reasonable cost of home tutorial expenses if the Voluntary Worker is a full time student – in respect of each week of Total Disablement a weekly benefit not exceeding \$250 up to a maximum of:	\$2,500
10. The reasonable cost of burial or cremation of a Voluntary Worker up to maximum of:	\$5,000

### Exclusions

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

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

### Conditions

The following conditions apply:

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

### Definitions

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

#### Partial Disablement

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

#### Total Disablement

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



## Policy 4 – Workers Compensation

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

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

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



## Policy 5 – Fidelity Guarantee

### What We insure

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

### Exclusions

We will not pay for:

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

### Definitions

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

### Funds

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



## Policy 6 – Office Bearers’ Legal Liability

### What We insure

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

- pay on Your behalf all Loss for which You are not indemnified by Your Body Corporate; or
- pay on behalf of Your Body Corporate all Loss for which they grant indemnification to You, as permitted or required by law, or for which Your Body Corporate is vicariously liable at law, arising from any Claim:
  - a. first made against:
    - i. You, individually or otherwise; or
    - ii. Your Body Corporate Manager/Agent while acting as an Office Bearer; during the Period of Insurance; and b. reported to Us during the Period of Insurance or within thirty (30) days thereafter.

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

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

### Special Benefits

#### 1. Payment of Defence Costs

In relation to any Claim under Policy 6:

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

Provided always that in the event the Claim is withdrawn or that indemnity under Policy 6 is subsequently withdrawn or denied, We will cease to advance Defence Costs and You will refund any Defence Costs advanced by Us to the extent that You were not entitled to such Defence Costs, unless We agree in writing to waive recovery of such Defence Costs.

#### 2. Continuous cover

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

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

Provided always that:

- a. We have continuously been the Insurer under an Office Bearers’ Legal Liability Insurance Policy between the date when such

notification should have been given and the date when such notification was in fact given; and

- b. the terms and conditions applicable to this Special Benefit 2 – Continuous Cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Policy 6 under which the notification should have or could have been given.

#### 3. Extended period of cover

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

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

### Exclusions

We will not pay for:

1. Claims arising from circumstances which You knew of prior to the Policy 6 inception, or a reasonable person in the circumstances could be expected to know, to be circumstances which may give rise to a Claim against You;
2. any dishonest or fraudulent act, criminal act or malicious act or omission of Yours or of any person at any time employed by You, but this exclusion will not apply to the costs incurred by You in successfully defending any Claim or suit made against You;
3. Claims for death, bodily injury, sickness, disease (including Communicable Disease), or damage to property. However this exclusion will not apply to loss or damage to Documents which are Your property, or entrusted to You, or costs and expenses incurred by You in replacing or restoring such Documents;
4. Claims resulting from Your intentional decision not to effect and maintain insurances as required by the Strata Legislation applying where Your Insured Property is situated;
5. Claims arising out of a publication or utterance of a libel or slander or other defamatory or disparaging material;
6. fines, penalties, punitive or exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;
7. You gaining or having gained any personal profit or advantage to which You were not legally entitled or for which You may be held accountable to the Body Corporate or any individual Member thereof;
8. monies or gratuity given to You without authorisation by the Body Corporate where such authorisation is necessary pursuant to the Articles of the Body Corporate or prescribed law;
9. a conflict of duty or interest of Yours;
10. any intentional exercise of the powers of You for a purpose other than the purpose for which such powers were conferred by the Articles of the Body Corporate;
11. any Wrongful Act made or threatened or in any way intimated on or before the inception date specified on the Schedule, except as otherwise provided in Special Benefit 2 – Continuous Cover of Policy 6;





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

## Conditions

### Defence and settlement

If You refuse to consent to any settlement recommended by Us and elect to continue any legal proceedings in connection therewith, Our liability for the Claim will not exceed the amount for which the Claim could have been settled including the costs and expenses incurred up to the date of such refusal.

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

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

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

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

### Reporting and notice

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

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

whichever first occurs.

### Definitions

The words listed below have been given a specific meaning and apply to Policy 6 when they begin with a capital letter.

#### Claim, Claims

means:

- a. a written or verbal allegation of any Wrongful Act; or
- b. a civil proceeding commenced by the service of a complaint, summons, statement of Claim or similar pleading alleging any Wrongful Act; or

- c. a criminal proceeding commenced by a summons or charge alleging any Wrongful Act.

### Defence Costs

means costs, charges and expenses (other than Your fees, salaries or salaries of Your employees) incurred by Us or with Our written consent (such consent not to be unreasonably withheld) in the investigation, defence, monitoring or settlement of any Claim or proceedings and appeals therefrom together with the costs of appeal.

### Documents

means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whether written, printed or reproduced by any other method but does not include currency notes or negotiable instruments of any kind.

### Loss

means the amount payable in respect of a Claim made against You for a Wrongful Act and will include damages, judgements, settlements, orders for costs and Defence Costs.

### Office Bearer

means:

- a. a person appointed by the Body Corporate to act as an Office Bearer or committee member in terms of the Strata Legislation applying where Your Insured Property and Common Area is situated;
- b. a Body Corporate Manager appointed as an agent of an Office Bearer and/or committee member;
- c. a person invited by an Office Bearer and/or committee member to assist in the management of the Body Corporate affairs.

### Wrongful Act

means any error, misstatement, act or omission, or neglect or breach of duty made, committed, attempted or allegedly made, committed or attempted by You or any matter claimed against You solely by reason:

- a. of You serving as an Office Bearer or committee member or director of the Body Corporate; or
- b. as an Office Bearer on a related building management committee provided at the time of serving as an Office Bearer on that committee You are also an Office Bearer or committee member or nominee or director of Your Body Corporate.

Where any such Wrongful Act results in more than one Claim all such Claims will jointly constitute one Loss and be deemed to have originated in the earliest Period of Insurance in which any of such Wrongful Acts is first reported to Us.



## Policy 7 – Machinery Breakdown

### What We insure

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

The amount We pay will:

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

### Additional Benefits

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

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

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

### Special Benefit

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

We will pay for the reasonable cost of:

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

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

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

### Exclusions

We will not pay for:

1. Damage caused by:
  - a. Wear and Tear;
  - b. chipping, scratching or discolouration of painted, polished or finished surfaces;
  - c. the deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving which had not previously penetrated completely through the entire thickness of the material of the Insured Item, notwithstanding that repair or renewal of the part affected may be necessary either immediately or at some future time, except where caused by Insured Damage and You did not know or should not reasonably have known of the pre-existing condition;
  - d. the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions, rust, Erosion, corrosion, oxidation or ordinary use;
  - e. the tightening of loose parts, recalibration or adjustments;
  - f. the carrying out of tests involving abnormal stresses or the intentional overloading of any Insured Item.
2. Damage to:
  - a. glass or ceramic components;
  - b. defective tube joints or other defective joints or seams;
  - c. any valve fitting, shaft seal, gland packing joint or connection except where caused directly by Insured Damage;
  - d. foundations, brickwork, and refractory materials forming part of an Insured Item;
  - e. television, video or audio equipment other than security system equipment;
  - f. expendable items, including electrical and electronic glass bulbs, tubes, lamps, x-ray tubes, electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;
  - g. computers, telecommunication transmitting and receiving equipment, electronic data processing equipment, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, stationery and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating electrical wiring, water and gas piping and all other plant and equipment not owned by You;
  - h. plant which has been hired or is on loan unless We specifically agree in writing.
3. consequential loss of any kind, including but not limited to loss of use, loss of contract, loss of profit/revenue, loss of opportunity, loss of goodwill and/or reputational damage, or special damages, other than that which is specifically stated.
4. Damage caused by the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.
5. Damage occurring during installation or erection other than the dismantling, movement and re-erection for the purpose of cleaning, inspection, repair or installation in another position within the Situation.



6. Damage which is claimable from any manufacturer, supplier, engineer or other person under the provisions of any maintenance or warranty agreement.
7. loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts.
8. the cost of converting refrigeration/air-conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas.

### **Claims - how We will settle Your claim**

If Your claim is accepted, We will, in consultation with You, settle Your claim by repairing or replacing the Insured Item, or paying for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Insured Damage.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

### **Definitions**

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

#### **Insured Damage**

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

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

#### **Insured Item**

means:

- a. lifts, elevators, escalators and inclinator provided they are subject to a current comprehensive maintenance agreement;
- b. all other electrical, electronic and mechanical machinery, boilers and pressure vessels and similar plant; that forms part of Your Insured Property or its services.



## Policy 8 – Catastrophe Insurance

### What We insure

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

1. a. due to a Catastrophe; or
  - b. other Event which occurs not later than sixty (60) days after a Catastrophe, provided Your Insured Property has been continuously insured with Us for that period; and
2. the Event giving rise to the loss is admitted as a claim under Policy 1 – Insured Property.

### Special Benefits

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

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

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

### 1. Temporary Accommodation / Rent - extended period of cover

#### a. Temporary Accommodation

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

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

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

#### b. Rent

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

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

We will pay from the time indemnity provided under Special Benefit 1.b. of Policy 1 – Insured Property is expended until the time Your Lot/Unit or Common Area is relet following completion of rebuilding,

repairs or Replacement provided You demonstrate You have taken all reasonable actions to obtain a new tenant.

### 2. Temporary Accommodation – escalation in cost

When You occupy Your Lot/Unit We will pay for Escalation In The Cost of Temporary Accommodation You necessarily incur if Your Lot/Unit is Damaged and made unfit to be occupied for its intended purpose:

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

We will pay from the time Temporary Accommodation is obtained until the time You reoccupy Your Lot/Unit following completion of rebuilding, repairs or replacement.

### 3. Removal, storage

We will pay for the costs You necessarily incur in:

- a. removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;
- b. storing the undamaged portion at that place or an equivalent alternate place;
- c. returning the undamaged portion to Your Situation when occupancy of Your Insured Property is permitted;
- d. insuring Your undamaged Insured Property during such removal, storage and return.

We will pay if the Damage to Your Insured Property is due to:

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

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

### 4. Cost of Evacuation

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

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

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

### Claims - how We will settle Your claim

The basis upon which the amount payable as escalation in the cost of Replacement is to be calculated as the difference between:

- a. the actual cost necessarily incurred to rebuild, repair or replace Your Insured Property following a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure'; and



- b. the greater of either:
  - i. the cost that would have applied to rebuild, repair or replace Your Insured Property in terms of Policy 1 – Insured Property immediately prior to the Catastrophe; or
  - ii. the Sum Insured in force under Policy 1 – Insured Property at the time of the Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure'.

### Special Provisions

1. No payment will be made under Policy 8 until such time as the greater amount determined in accordance with the provisions of Clause b. of 'Claims – how We will settle Your claim' has been fully expended in Replacement of Your Insured Property.
2. In certifying the cost of Replacement of Your Insured Property at the time immediately prior to a happening giving rise to a claim under Policy 8 the qualified valuer, loss adjuster or other suitably qualified person will use as the basis of certification:
  - a. the accepted building industry cost standards or recognised cost of materials guide in force on the day immediately prior to the happening of the Catastrophe or a day as close as practicable thereto;
  - b. any extra cost necessarily incurred to comply with any Public or Statutory Authority requirements but will not include any cost that would have been incurred in complying with orders issued prior to the Damage;
  - c. architects' fees, surveyors' fees and any other professional fees;
  - d. legal fees necessarily incurred in making submissions or applications to any Public or Statutory Authority, Builders Licensing Board, or Land and Environment Courts as a result of Damage to Your Insured Property;
  - e. fees, contributions or imposts payable to any Public or Statutory Authority to obtain consent to rebuild, replace or repair Your Insured Property.
3. Any differences relating to the cost of Replacement at the time immediately prior to a happening giving rise to a claim under Policy 8 may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be binding.

### Conditions

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

### Definitions

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

#### Catastrophe

means an Event which is sudden and widespread and which causes substantial damage to property over a large area, and as a result of which the Insurance Council of Australia issues a catastrophe code.

#### Cost of Evacuation

means costs necessarily incurred for road, rail, air or sea transport to the designated place of evacuation and returning to Your Situation from the place of evacuation to resume permanent residency.

#### Escalation in the Cost of Temporary Accommodation

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

- a. the amount of money payable for rental of a residential building or similar type accommodation of substantially the same size, containing similar facilities and in an equivalent suburban environment as Your Insured Property, following a Catastrophe or other loss referred to in Clause 1.b. of 'What We insure'; and
- b. the cost of Temporary Accommodation that would have applied had the Catastrophe not occurred.



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

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

### Part A: Government Audit Costs

#### What We insure

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

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

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

#### Additional benefit

##### 1. Record Keeping Audit

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

#### Exclusions

1. We will not pay for Professional Fees:
  - a. if prior to the commencement of the Period of Insurance You, or any person acting on Your behalf:
    - i. received any notice of a proposed Audit;
    - ii. had information that an Audit was likely to take place;
    - iii. had information that would indicate to a reasonable person that an Audit was likely to take place.
  - b. if a return, or a document required to be lodged in relation to an Audit, has not been lodged:
    - i. at all;
    - ii. properly;
    - iii. by the due date.
  - c. for any Audit that is conducted specifically for the purposes of determining if a fine, penalty or prosecution should be imposed in connection with:
    - i. any act or omission by You; or
    - ii. any failure, act or omission arising from or in connection with Your statutory obligations.
  - d. charged by someone other than a Professional Adviser unless We have given Our prior written consent, which We will not unreasonably withhold.
  - e. relating to the Audit of Your taxation and financial affairs

unless the return is first lodged:

- i. during the Period of Insurance; or
- ii. not more than twelve (12) months prior to the original inception date of Policy 9; or
- iii. relates to a return for a financial year not more than three (3) years prior to the date You receive notification of an Audit.

- f. relating to an Audit if You fail to comply with any requirement or obligation imposed upon You by any relevant legislation if a return in relation to the Audit was not prepared or reviewed by Your Professional Adviser prior to dispatch.
- g. if You breach any conditions in this Policy, including failing to comply with any requirement imposed by any relevant legislation or failing to do what We require You to do if You intend to make a claim or You make a claim.

2. We will not under any circumstances pay for the cost of:

- a. any fines, penalties, interest or adjustment of tax, additional tax, duty, government impost or similar charges;
- b. any review pertaining to You maintaining any industry status, licence, membership or compliance with any employee related legislation or regulations;
- c. the gathering of data or information by any government, statutory body, authority or agency that is not directly part of an Audit.

#### Conditions

1. We require You to:
  - a. make all efforts to comply with the relevant legislation, procedures and guidelines issued by the Australian Taxation Office, or Commonwealth, State or Territory Department, Statutory Body or Agency in relation to the maintenance of records, books and documents;
  - b. lodge taxation and other statutory returns within the prescribed time limits or if an extension is granted within the further period granted;
  - c. upon becoming notified of an Audit or impending Audit promptly inform CHU by telephone, in writing or in person;
  - d. obtain CHU's written approval, which We will not unreasonably withhold, before engaging a Professional Adviser, other than Your accountant, and notify them of all Professional Fees Your accountant proposes to charge.
2. An Audit commences:
  - a. at the time You first receive notice that an Auditor proposes to conduct an Audit; and
  - b. is completed when:
    - i. the Auditor has given written notice to that effect; or
    - ii. the Auditor notifies You that it has made a Final Decision of a Designated Liability; or
    - iii. when the Auditor has issued an assessment or amended assessment of a Designated Liability.

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

### What We insure

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

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

We will not pay:

- a. unless any such notice or determination is first made or first brought against You during the Period of Insurance and You report it to Us during that Period of Insurance or within thirty (30) days thereafter;
- b. more than the Sum Insured for Part B for:
  - i. any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;
  - ii. all Claims reported in any one Period of Insurance.

The imposition of an improvement or prohibition notice must arise out of Your failure to provide and maintain so far as is reasonably practicable:

- a safe working environment;
- a safe system of work;
- plant and substances in a safe condition;
- adequate facilities of a prescribed kind for the welfare of Your employees.

## Part C: Legal Defence Expenses

### What We insure

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

- a. in connection with the ownership of Your Common Area and Insured Property;
- b. under the *Competition and Consumer Act 2010* (Cth) or under any other consumer protection legislation;
- c. arising out of any dispute with an employee, former employee or prospective employee:
  - i. concerning the terms and conditions of their contract of employment or alleged contract of employment with You;
  - ii. leading to civil or criminal proceedings under any racial or sexual discrimination Legislation.

We will not pay:

- a. unless:
  - i. any such Claim is first made or first brought against You

during the Period of Insurance;

- ii. You report it to Us during that Period of Insurance or within thirty (30) days thereafter;
  - iii. there are reasonable grounds for the defence of any such Claim.
- b. more than the Sum Insured for Part C: Legal Defence Expenses for:
    - i. any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;
    - ii. all Claims reported in any one Period of Insurance.

### Excess

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

### Exclusions

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

- a. which You have pursued or defended without Our written consent, which We will not unreasonably withhold;
- b. which You have pursued or defended contrary to or in a different manner from that advised by the Appointed Representative;
- c. arising from an act, omission, liability or Event for which indemnity is otherwise provided under Policy 2 – Liability to Others and Policy 6 – Office Bearers’ Legal Liability or would have been provided Policy 2 – Liability to Others and Policy 6 – Office Bearers’ Legal Liability were operative;
- d. arising from circumstances that You knew of prior to the inception of this Policy, or a reasonable person in the circumstances could be expected to know, to be circumstances that may give rise to a Claim against You;
- e. arising from a deliberate act, including a deliberate act of fraud or dishonesty, on Your part if a judgment or other final adjudication adverse to You establishes that such act was committed or attempted by You with actual dishonest purpose or intent and was material to the cause of action so adjudicated;
- f. between You and Us including Our directors, employees or servants;
- g. which involves a conflict of duty or interest of Yours;
- h. made or threatened or in any way intimated on or before the inception date shown in the Schedule, except as otherwise provided by Condition 4 Continuous Cover;
- i. first notified to Us more than thirty (30) days after the expiry of this Policy, except as otherwise provided by Condition 4 – Continuous Cover.

2. We will not be liable for:

- a. the cost of litigation or proceedings initiated by You;
- b. the payment of any compensation or damages of any kind other than Your liability to pay fees, expenses and disbursements of other persons or entities by reason of an order of any Court, Arbitrator or Tribunal.





## Conditions

### 1. Appeal procedure

If You are dissatisfied with any decision made by a Court or Tribunal and wish to appeal against that decision, You must:

- a. make a further written application to Us for Our written consent, which We will not unreasonably withhold, at least five (5) business days prior to the expiry of the time for instituting an appeal; or
- b. if the time allowed by law to appeal is less than five (5) business days, You must advise Us as soon as practicable.

Your application or advice must state the reasons, as fully as possible, for making an appeal.

If We are dissatisfied with any decision made by a Court or Tribunal and wish to appeal that decision You must reasonably co-operate with Us in the bringing of such an appeal. In this event We will pay all costs involved.

### 2. Bill of costs

You must forward Us all bills of costs or other communications relating to fees and expenses as soon as practicable after receipt by You. If requested by Us, You will instruct the Appointed Representative to submit the bill of costs for taxation or adjudication by any relevant professional body, Court or Tribunal.

You must not without Our written approval, which We will not unreasonably withhold, enter into any agreement with the Appointed Representative as to the level of fees and expenses to be charged. Further You must not represent to the Appointed Representative that all fees and expenses charged to Your account are insured by this Policy.

### 3. Consent

We will not be liable to indemnify You unless You have first obtained Our specific written consent, which We will not unreasonably withhold, to incur Legal Defence Expenses in the defence of any Claim instituted against You. The granting of any such consent will not be unreasonably withheld after You have given notice to Us of any occurrence or circumstance that might result in a Claim being made or proceedings instituted against You.

### 4. Continuous cover

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

Provided always that:

- a. We have continuously been the insurer between the date when such notification should have been given and the date when such notification was in fact given; and
- b. the terms and conditions applicable to Condition 4 – Continuous Cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Policy under which the notification should have or could have been given.

### 5. Information to be given to the Appointed Representative

You will at all times and at Your own expense give to the Appointed Representative all such information and assistance as reasonably required. You will give a complete and truthful account of the facts of

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

### 6. Nomination of Appointed Representative

You may request Us to nominate a solicitor to act as Your Appointed Representative or if You elect to nominate Your own solicitor to act as the Appointed Representative, You must submit the name and address of that solicitor to Us. We may reasonably accept or refuse such nomination and provide You with Our reason for reaching this nomination.

If agreement cannot be reached on the appointment the President of the Law Society within Your State will be requested to nominate an Appointed Representative. During this period We will be entitled but not bound to instruct an Appointed Representative on Your behalf if We consider it necessary to do so to safeguard Your immediate interests. In all cases the Appointed Representative will be appointed in Your name and will act on Your behalf.

### 7. Offer of settlement

You must inform Us as soon as possible if You receive an offer to settle a Claim.

If such offer of settlement is, in Our judgment, considered to be fair and reasonable and You withhold Your agreement to such a settlement and elect to continue legal proceedings Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such settlement offer.

Further if You refuse a recommendation by the Appointed Representative to settle a Claim and elect to continue legal proceedings, Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such refusal.

### 8. Our access to the Appointed Representative

You will do all things reasonably necessary to allow Us to obtain from the Appointed Representative any relevant information, report documents or advice relating to the Claim. However You will not be prejudiced if the Appointed Representative refuses to make such information, report documentation or advice available to Us on the grounds that to do so might prejudice Your interests in any litigation that is involved or may be commenced.

### 9. Recovery of Legal Defence Expenses

If You are awarded costs, You must take all reasonable steps to recover such fees and expenses for which You are indemnified by this Policy. All such fees and expenses actually recovered will be taken into account when calculating Our liability.

### 10. Reporting and notice

A specific Claim will be considered to have been first reported to Us at the time You first give written notice to Us of the receipt of written or oral notice from any party or entity that it is the intention of such party or entity to hold You responsible for a civil or criminal act.

## Definitions

The words listed below have been given a specific meaning and apply to Policy 9 when they begin with a capital letter.

### Appeal Expenses

means legal costs, professional costs and other disbursements

necessarily and reasonably incurred with Our consent, which We will not unreasonably withhold, in connection with a Claim brought against You.

#### **Appointed Representative**

means a solicitor, barrister, assessor, consultant, investigator or other appropriately qualified person instructed to act on Your behalf in connection with any Claim with respect to which Legal Defence Expenses are payable under this Policy.

#### **Audit**

means an audit or investigation of Your taxation and financial affairs by the Australian Taxation Office, or by a Commonwealth, State or Territory Department, Statutory Body or Agency in relation to and following the lodgement of Your return(s), including but not limited to Business Activity Statement (BAS), Capital Gains Tax, Fringe

Benefits Tax, Income Tax, Prescribed Payment and Group Tax Returns, Payroll Tax, Stamp Duty, Compliance with *Superannuation Industry Supervision Act 1993* and Workers Compensation Returns.

#### **Auditor**

means an officer who is authorised under Commonwealth, State or Territory legislation to carry out an Audit of Your taxation or financial affairs.

#### **Claim, Claims**

means:

- a. a written or verbal advice of intent to initiate legal proceedings or a civil or criminal action against You; or
- b. a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading against You; or
- c. a criminal proceeding commenced by a summons or charge against You.

#### **Designated Liability**

means Your obligation to pay an amount under Commonwealth, State or Territory Legislation.

#### **Final Decision**

means a written notification of the Auditors' completed views in connection with a Designated Liability and includes any written statement which is intended by the Auditor to be its findings or the basis upon which it proposes to act in connection with a Designated Liability.

#### **Legal Defence Expenses**

means:

- a. fees, expenses and other disbursements necessarily and reasonably incurred by an Appointed Representative in connection with any Claim brought against You including costs and expenses of expert witnesses as well as those incurred by Us in connection with any such Claim;
- b. fees, expenses and disbursements incurred by persons or entities other than You in so far as You are liable to pay such fees, expenses and disbursements by reason of an order of any Court, Arbitrator or Tribunal;
- c. legal fees, expenses and other disbursements reasonably and necessarily incurred in appealing or resisting an appeal

from the judgment or determination of a Court, Arbitrator or Tribunal.

#### **Professional Adviser**

means:

- a. an accountant who is a member of a nationally recognised accounting body, registered tax agent or tax consultant;
- b. any other professional person or consultant engaged by or at the recommendation of the accountant with Our prior written approval, but does not mean You or any person working for You under a contract of employment.

#### **Professional Fees**

means the reasonable and necessary fees, costs and disbursements incurred in connection with an Audit that would be payable by You to Your Professional Adviser for work undertaken in connection with an Audit, but does not mean or include fees, costs and disbursements that:

- a. form part of an annual or fixed fee or cost arrangement; or
- b. relate to any subsequent objection or appeal or request for review in respect of the Audit, or any assessment, amended assessment or Final Decision of the Auditor; or
- c. were rendered by a third party in relation to which Our written consent was not obtained before those fees were incurred; or
- d. relate to or are associated with the preparation of any accounts, financial statements or documents or to any attendance or service which would have been or would or should ordinarily or prudently have been prepared prior to or at the time that the lodgement of any return or document was required to be lodged in connection with a Designated Liability.

#### **Record Keeping Audit**

means any enquiry or investigation to determine the extent of Your compliance with the record keeping requirements of relevant legislation that You have to comply with.



## Policy 10 - Lot Owners' Fixtures and Improvements

### What We insure

If selected and shown in the Schedule and You have exhausted the Sum Insured under Policy 1 - Insured Property We insure You up to the Sum Insured shown for Policy 10 in the Schedule for Damage to Lot Owners' Fixtures and Improvements. The Event must be claimable under Policy 1 and must occur during the Period of Insurance.

Policy 10 is subject to the same terms, conditions and exclusions as Policy 1 – Insured Property as they may be expressly varied herein.

### Claims - how We will settle Your claim

If Lot Owners' Fixtures and Improvements are Damaged, and Your claim is accepted, We will either replace, repair or pay the amount it would cost to replace or repair.

The amount We pay under Policy 10 will be the cost of Replacement at the time of Replacement subject to the following provisions:

- a. the necessary work of replacing or repairing must be commenced and carried out without unreasonable delay;
- b. if You cause unreasonable delays in commencing or carrying out Replacement or repair, We will not pay any extra costs that result from that delay;
- c. where materials used in the original construction are not readily available We will use the nearest equivalent available;
- d. when We wish to replace or repair and You do not want this to occur We will only pay Indemnity Value.

We will not pay for the cost to:

- i. replace undamaged Lot Owners' Fixtures and Improvements;
- ii. replace or repair illegal installations.

### Definition

The word listed below has been a specific meaning and applies to Policy 10 when it begins with a capital letter.

### Lot Owners' Fixtures and Improvements

means any fixture or structural improvement, installed by a Lot Owner for their exclusive use and which is permanently attached to or fixed to Your Building so as to become legally part of it, including any improvements made to an existing fixture or structure.

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