

The Form 1 Company™

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FORM 1 - VENDOR'S STATEMENT

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

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Preliminary

To the purchaser:

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

PART A – PARTIES AND LAND

1. Purchaser:

Address:

2. Purchaser's registered agent:

Address:

3. Vendor:

BRENTON JOHN BOCK

Address:

5 CRAIGHILL ROAD ST GEORGES SA 5064

4. Vendor's registered agent:

FOX REAL ESTATE (SA) PTY LTD ACN 113 976 024

Address:

192 MELBOURNE STREET NORTH ADELAIDE SA 5006

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

6. Description of Land [Identify the land including any certificate of title reference]

4/5 HALL STREET FULLARTON SA 5063 BEING UNIT 4 IN STRATA PLAN 809 BEING THE WHOLE OF THE LAND IN CERTIFICATE OF TITLE VOLUME 5048 FOLIO 898

PART B – PURCHASER'S COOLING-OFF RIGHTS AND PROCEEDING WITH THE PURCHASE TO THE PURCHASER:

Right to cool-off (section 5)

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

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

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

2 – Time for Service

The cooling-off notice must be served –

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

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

3 – Forms of cooling-off notice

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

4 – Methods of service

The cooling-off notice must be –

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

5 CRAIGHILL ROAD ST GEORGES SA 5064

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

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

Email: fox@foxrealestate.com.au

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

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

192 MELBOURNE STREET NORTH ADELAIDE SA 5006

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

Note –

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

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

5 – Effect of service

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

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

FORM 1 – STATEMENT UNDER SECTION 7 (Land and Business (Sale and Conveyancing) Act 1994)

PROCEEDING WITH THE PURCHASE

If you wish to proceed with the purchase –

- (a) it is strongly recommended that you take steps to make sure your interest in the property is adequately insured against loss or damage; and
- (b) pay particular attention to the provisions in the contract as to time of settlement – it is essential that the necessary arrangements are made to complete the purchase by the agreed date – if you do not do so, you may be in breach of the contract; and
- (c) you are entitled to retain the solicitor or registered conveyancer of your choice.

PART C – STATEMENT WITH RESPECT TO REQUIRED PARTICULARS (section 7(1))

To the purchaser:

I, **BRENTON JOHN BOCK**

of **5 CRAIGHILL ROAD ST GEORGES SA 5064**

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

Date: 16-Apr-2026 Signed: *Brenton John Bock*
Signed on Greatforms by: PEHWZXEY4IQJCYAM9ZXXYQRDP3

Date: _____ Signed: _____

Date: _____ Signed: _____

PART D – CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT



(section 9)

To the purchaser:

I, **CHRISTOPHER GILL FOR AND ON BEHALF OF THE FORM 1 COMPANY PTY LTD**

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

Exceptions:

Nil

Date: 15/4/2026 Signed: *[Signature]*
Vendor's/Purchaser's agent

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

FORM 1 – STATEMENT UNDER SECTION 7 (*Land and Business (Sale and Conveyancing) Act 1994*)

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SCHEDULE – DIVISION 1**PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND****(section 7(1)(b))****Note –**

Section 7(3) of the Act provides that this statement need not include reference to charges arising from the imposition of rates or taxes less than 12 months before the date of service of the statement. Where a mortgage, charge or prescribed encumbrance referred to in column 1 of the table below is applicable to the land, the particulars in relation to that mortgage, charge or prescribed encumbrance required by column 2 of the table must be set out in the table (in accordance with the instructions in the table) unless –

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

TABLE OF PARTICULARS

Column 1	Column 2	Column 3
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[If an item is applicable, ensure that the box for the item is ticked and complete the item.]

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

- (a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and*
- (b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and*
- (c) the heading "6. Repealed Act Conditions" and item 6.1; and*
- (d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2,*

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

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

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

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

Column 1	Column 2	Column 3
1. General		
1.1 Mortgage of land	<p><i>Is this item applicable?</i></p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>CERTIFICATE OF TITLE</p> <p>Number of mortgage (if registered):</p> <p>12543873</p> <p>Name of mortgagee:</p> <p>WESTPAC BANKING CORPORATION</p>	<input checked="" type="checkbox"/> YES YES
<p>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</p>		
1.1 Mortgage of land	<p><i>Is this item applicable?</i></p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>CERTIFICATE OF TITLE AND CAVEAT</p> <p>Number of mortgage (if registered):</p> <p>14583350</p> <p>Name of mortgagee:</p> <p>MEGAN AMY EASTON</p>	<input checked="" type="checkbox"/> YES YES
<p>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</p>		
1.2 Easement (whether over the land or annexed to the land)	<p><i>Is this item applicable?</i></p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>PROPERTY INTEREST REPORT</p> <p>Description of land subject to easement:</p> <p>PORTION OF THE LAND IN THE SAID CERTIFICATE OF TITLE</p> <p>Nature of easement:</p> <p>REFER PAGE 12 IN THE PROPERTY INTEREST REPORT FOR DETAILS OF STATUTORY EASEMENTS</p> <p>Are you aware of any encroachment on the easement?</p> <p>NO</p> <p>(If YES, give details):</p> <p>If there is an encroachment, has approval for the encroachment been given?</p> <p>(If YES, give details):</p>	<input checked="" type="checkbox"/> NO YES
<p>Note – "Easement" includes rights of way and party wall rights.</p> <p>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</p>		
1.3 Restrictive covenant	<p><i>Is this item applicable?</i></p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p>	<input type="checkbox"/> YES / NO YES / NO
<p>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</p>		

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Column 1	Column 2	Column 3
	<p>Nature of restrictive covenant:</p> <p>Name of person in whose favour restrictive covenant operates:</p> <p>Does the restrictive covenant affect the whole of the land being acquired?</p> <p>(If NO, give details):</p> <p>Does the restrictive covenant affect land other than that being acquired?</p>	
<p>1.4 Lease, agreement for lease, tenancy agreement or licence</p> <p>(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)</p> <p><i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Names of parties:</p> <p>Period of lease, agreement for lease etc: From</p> <p>To</p> <p>Amount of rent or licence fee:</p> <p>\$ per (period)</p> <p>Is the lease, agreement for lease etc in writing?</p> <p>If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify: (a) the Act under which the lease or licence was granted:</p> <p>(b) the outstanding amounts due (including any interest or penalty):</p>	<p><input type="checkbox"/></p> <p>YES / NO</p> <p>YES / NO</p>
<p>1.5 Caveat</p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): CERTIFICATE OF TITLE AND CAVEAT 14583350</p> <p>Name and address of caveator: REFER CAVEAT 14583350</p> <p>Particulars of interest claimed: REFER CAVEAT 14583350</p>	<p><input checked="" type="checkbox"/></p> <p>YES</p> <p>YES</p>
5. Development Act 1993 (repealed)		
<p>5.1 section 42 – Condition (that continues to apply) of a development authorisation</p> <p><i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Condition(s) of authorisation:</p>	<p><input type="checkbox"/></p> <p>YES / NO</p> <p>YES / NO</p>

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Column 1	Column 2	Column 3
6. Repealed Act conditions		
6.1	<p>Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed)</p> <p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Nature of condition(s):</p>	<input type="checkbox"/> YES / NO YES / NO
<p>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</p>		
19. Land Tax Act 1936		
19.1	<p>Notice, order or demand for payment of land tax</p> <p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>CERTIFICATE OF LAND TAX PAYABLE</p> <p>Date of notice, order or demand:</p> <p>REFER REVENUESA</p> <p>Amount payable (as stated in the notice):</p> <p>REFER CERTIFICATE OF LAND TAX PAYABLE</p>	<input checked="" type="checkbox"/> YES YES
29. Planning, Development and Infrastructure Act 2016		
29.1	<p>Part 5 – Planning and Design Code</p> <p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>THE CITY OF UNLEY SEARCH AND PROPERTY INTEREST REPORT</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):</p> <p>5 HALL ST FULLARTON SA 5063 UNIT 4</p> <p>ZONES</p> <p>ESTABLISHED NEIGHBOURHOOD - EN</p> <p>OVERLAYS</p> <p>AIRPORT BUILDING HEIGHTS (REGULATED) - ALL STRUCTURES OVER 45 METRES</p> <p>THE AIRPORT BUILDING HEIGHTS (REGULATED) OVERLAY SEEKS TO ENSURE BUILDING HEIGHT DOES NOT POSE A HAZARD TO THE OPERATION AND SAFETY REQUIREMENTS OF COMMERCIAL AND MILITARY AIRFIELDS.</p> <p>AFFORDABLE HOUSING</p> <p>THE AFFORDABLE HOUSING OVERLAY SEEKS TO ENSURE THE INTEGRATION OF A RANGE OF AFFORDABLE DWELLING TYPES INTO RESIDENTIAL AND MIXED USE DEVELOPMENT.</p>	<input checked="" type="checkbox"/> NO YES
<p>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</p>		

Column 1	Column 2	Column 3
	<p>CO-LOCATED HOUSING THE CO-LOCATED HOUSING OVERLAY SEEKS TO FACILITATE THE DEVELOPMENT OF A NEW FORM OF SHARED HOUSING WHICH PROVIDES FOR GREATER HOUSING DIVERSITY WHILE ALSO RETAINING ESTABLISHED BUILT FORM / STREETScape CHARACTER AND URBAN TREE CANOPY.</p> <p>HISTORIC AREA - UN25 THE HISTORIC AREA OVERLAY AIMS TO REINFORCE HISTORIC THEMES AND CHARACTERISTICS THROUGH CONSERVATION, CONTEXTUALLY RESPONSIVE DEVELOPMENT, DESIGN AND ADAPTIVE REUSE THAT RESPONDS TO THE ATTRIBUTES EXPRESSED IN THE HISTORIC AREA STATEMENT. THE DEMOLITION OF WHOLE OR PART OF A BUILDING WITHIN THE HISTORIC AREAS OVERLAY REQUIRES A DEVELOPMENT APPLICATION TO BE SUBMITTED FOR ASSESSMENT AND CAN ONLY PROCEED IF APPROVED.</p> <p>PRESCRIBED WELLS AREA THE PRESCRIBED WELLS AREA OVERLAY SEEKS TO ENSURE SUSTAINABLE WATER USE IN PRESCRIBED WELLS AREAS.</p> <p>REGULATED AND SIGNIFICANT TREE THE REGULATED AND SIGNIFICANT TREE OVERLAY SEEKS TO MITIGATE THE LOSS OF REGULATED TREES THROUGH APPROPRIATE DEVELOPMENT AND REDEVELOPMENT.</p> <p>STORMWATER MANAGEMENT THE STORMWATER MANAGEMENT OVERLAY SEEKS TO ENSURE NEW DEVELOPMENT INCORPORATES WATER SENSITIVE URBAN DESIGN TECHNIQUES TO CAPTURE AND RE-USE STORMWATER.</p> <p>URBAN TREE CANOPY THE URBAN TREE CANOPY OVERLAY SEEKS TO PRESERVE AND ENHANCE URBAN TREE CANOPY THROUGH THE PLANTING OF NEW TREES AND RETENTION OF EXISTING MATURE TREES WHERE PRACTICABLE.</p>	
	<p>Is there a State heritage place on the land or is the land situated in a State heritage area? NO</p>	
	<p>Is the land designated as a local heritage place? NO</p>	
	<p>Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? NO</p>	
	<p>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? YES</p>	
	<p>Note – For further information about the Planning and Design Code visit https://code.plan.sa.gov.au.</p>	
<p>29.2 section 127 – Condition (that continues to apply) of a development</p>	<p><i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i></p>	<p><input type="checkbox"/> YES / NO</p>

FORM 1 – STATEMENT UNDER SECTION 7 (*Land and Business (Sale and Conveyancing) Act 1994*)

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Column 1	Column 2	Column 3
authorisation	<p data-bbox="501 170 775 199">Are there attachments?</p> <p data-bbox="501 206 1334 264"><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p data-bbox="501 300 732 329">Date of authorisation:</p> <p data-bbox="501 365 1070 394">Name of relevant authority that granted authorisation:</p> <p data-bbox="501 430 810 459">Condition(s) of authorisation:</p>	YES / NO
<p data-bbox="103 224 470 331"><i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		

SCHEDULE – DIVISION 2 – OTHER PARTICULARS
(section 7(1)(b))**Particulars relating to strata unit**

1 Name of strata corporation:

STRATA CORPORATION 809 INC

Address of strata corporation:

5 HALL STREET FULLARTON SA 5063

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

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

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

REFER STRATA CORPORATION SEARCH ANNEXED HERETO

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

REFER STRATA CORPORATION SEARCH ANNEXED HERETO

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

REFER STRATA CORPORATION SEARCH ANNEXED HERETO

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

UNIT 4 : 25 OF 100*[If any of the above particulars have not been supplied by the strata corporation by the date of this statement and are not known to the vendor, state "not known" for those particulars.]*

4 Documents supplied by the strata corporation that are enclosed:

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

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

YES

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

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

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

NOT APPLICABLE

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

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



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

WHITTLES MANAGEMENT SERVICES PTY LTD

Address:

176 FULLARTON ROAD DULWICH SA 5065

Note –

- 1 A strata corporation must (on application by or on behalf of a current owner, prospective purchaser or other relevant person) provide the particulars and documents referred to in 3(a)-(c), 4 and 6 and must also make available for inspection its accountancy records and minute books, any contract with a body corporate manager, the register of unit holders and unit holder entitlements that it maintains and any documents in its possession relating to the design and construction of the buildings or improvements on the site or relating to the strata scheme.
- 2 Copies of the articles of the strata corporation may also be obtained from the Lands Titles Registration Office.
- 3 All owners of a strata unit are bound by the articles of the strata corporation. The articles regulate the rights and liabilities of owners of units in relation to their units and the common property and matters of common concern.
- 4 For a brief description of some of the matters that need to be considered before purchasing a strata unit, see Division 3 of this Schedule.

SCHEDULE – DIVISION 3 – COMMUNITY LOTS AND STRATA UNITS**Matters to be considered in purchasing a community lot or strata unit**

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

**Governance**

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

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

Use of your property

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

Depending on the rules, you might not be permitted to make changes to the exterior of your unit, such as installing a television aerial or an air-conditioner, building a pergola, attaching external blinds etc without the permission of the body corporate. A meeting may be needed before permission can be granted. Permission may be refused. Note that the articles or by-laws could change between now and when you become the owner: the body corporate might vote to change them. Also, if you are buying before the community plan is registered, then any by-laws you have been shown are just a draft.

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments - voting rights

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

Further information

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

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

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

You can also seek advice from a legal practitioner.

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser hereby acknowledges receipt of the following:

FORM 1 – STATEMENT UNDER SECTION 7 (*Land and Business (Sale and Conveyancing) Act 1994*)

the above being identified by page numbered 1 to 12 inclusive, together with the following annexures and supporting documents (if any):

**CERTIFICATE OF TITLE VOLUME 5048 FOLIO 898
PROPERTY INTEREST REPORT
SA WATER, EMERGENCY SERVICES LEVY AND LAND TAX CERTIFICATES
THE CITY OF UNLEY SEARCH
STRATA PLAN 809
STRATA CORPORATION SEARCH
CAVEAT 14583350**

SIGNED BY THE PURCHASER:

THIS _____ DAY OF _____

(Signature)

(Signature)

(Signature)

(Signature)

The Purchaser acknowledges and consents to the Vendor and Agent or their authorised representatives signing the Form 1 by electronic and/or digital signatures under the Electronic Transactions Act (Cth) and (SA).

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

Land and Business (Sale and Conveyancing) Regulations 2025 - regulation 17

Buyers information notice

Prescribed notice to be given to purchaser

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

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

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

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

Safety

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



Enjoyment

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

Value

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

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

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



Product Register Search (CT 5048/898)
 Date/Time 26/03/2026 04:05PM
 Customer Reference
 Order ID 20260326009315

REAL PROPERTY ACT, 1986



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



Certificate of Title - Volume 5048 Folio 898

Parent Title(s) CT 3883/108
 Creating Dealing(s) CONVERTED TITLE
 Title Issued 15/10/1991 Edition 2 Edition Issued 30/06/2016

Estate Type

FEE SIMPLE (UNIT)

Registered Proprietor

BRENTON JOHN BOCK
 OF 15 BURKE STREET TUSMORE SA 5065

Description of Land

UNIT 4 STRATA PLAN 809
 IN THE AREA NAMED FULLARTON
 HUNDRED OF ADELAIDE

Easements

NIL

Schedule of Dealings

Dealing Number	Description
12543873	MORTGAGE TO WESTPAC BANKING CORPORATION (ACN: 007 457 141)
14583350	CAVEAT BY MEGAN AMY EASTON

Notations

Dealings Affecting Title	NIL
Priority Notices	NIL
Notations on Plan	NIL
Registrar-General's Notes	NIL
Administrative Interests	NIL

an area surrounding a site

2.3 Part 3 Division 6 - Aboriginal heritage agreement

Aboriginal Affairs and Reconciliation in AGD has no record of any agreement affecting this title

also

Refer to the Certificate of Title

3. Burial and Cremation Act 2013

3.1 section 8 - Human remains interred on land

Births, Deaths and Marriages in AGD has no record of any gravesites relating to this title

also

contact the vendor for these details

4. Crown Rates and Taxes Recovery Act 1945

4.1 section 5 - Notice requiring payment

Crown Lands Program in DEW has no record of any notice affecting this title

5. Development Act 1993 (repealed)

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

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

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

also

Contact the Local Government Authority for other details that might apply

5.2 section 50(1) - Requirement to vest land in a council or the Crown to be held as open space

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

also

Contact the Local Government Authority for other details that might apply

5.3 section 50(2) - Agreement to vest land in a council or the Crown to be held as open space

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

also

Contact the Local Government Authority for other details that might apply

5.4 section 55 - Order to remove or perform work

State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

5.5 section 56 - Notice to complete development

State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

5.6 section 57 - Land management agreement

Refer to the Certificate of Title

5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

5.8 section 69 - Emergency order

State Planning Commission in the Department for Housing and Urban Development has no record of any order affecting this title

also

Contact the Local Government Authority for other details that might apply

5.9 section 71 - Fire safety notice

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

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

6. Repealed Act conditions

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

7. Emergency Services Funding Act 1998

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

8. Environment Protection Act 1993

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

- | | | |
|---|--|---|
| 8.9 | section 103P - Notation of site contamination audit report in relation to the land | EPA (SA) does not have any current Orders registered on this title |
| 8.10 | section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land | EPA (SA) does not have any current Orders registered on this title |
| 9. <i>Fences Act 1975</i> | | |
| 9.1 | section 5 - Notice of intention to perform fencing work | Contact the vendor for these details |
| 10. <i>Fire and Emergency Services Act 2005</i> | | |
| 10.1 | section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire | Contact the Local Government Authority for other details that might apply
Where the land is outside a council area, contact the vendor |
| 11. <i>Food Act 2001</i> | | |
| 11.1 | section 44 - Improvement notice | Public Health in DHW has no record of any notice or direction affecting this title
also
Contact the Local Government Authority for other details that might apply |
| 11.2 | section 46 - Prohibition order | Public Health in DHW has no record of any notice or direction affecting this title
also
Contact the Local Government Authority for other details that might apply |
| 12. <i>Ground Water (Qualco-Sunlands) Control Act 2000</i> | | |
| 12.1 | Part 6 - risk management allocation | Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title |
| 12.2 | section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property | DEW Water Licensing has no record of any notice affecting this title |
| 13. <i>Heritage Places Act 1993</i> | | |
| 13.1 | section 14(2)(b) - Registration of an object of heritage significance | Heritage Branch in DEW has no record of any registration affecting this title |
| 13.2 | section 17 or 18 - Provisional registration or registration | Heritage Branch in DEW has no record of any registration affecting this title |
| 13.3 | section 30 - Stop order | Heritage Branch in DEW has no record of any stop order affecting this title |
| 13.4 | Part 6 - Heritage agreement | Heritage Branch in DEW has no record of any agreement affecting this title
also
Refer to the Certificate of Title |
| 13.5 | section 38 - "No development" order | Heritage Branch in DEW has no record of any "No development" order affecting this title |
| 14. <i>Highways Act 1926</i> | | |
| 14.1 | Part 2A - Establishment of control of access from any road abutting the land | Transport Assessment Section within DIT has no record of any registration affecting this title |
| 15. <i>Housing Improvement Act 1940 (repealed)</i> | | |
| 15.1 | section 23 - Declaration that house is undesirable or unfit for human habitation | Contact the Local Government Authority for other details that might apply |
| 15.2 | Part 7 (rent control for substandard houses) - notice or declaration | Housing Safety Authority has no record of any notice or declaration affecting this title |
| 16. <i>Housing Improvement Act 2016</i> | | |

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

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

Act

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

19. Land Tax Act 1936

- | | | |
|------|---|--|
| 19.1 | Notice, order or demand for payment of land tax | <p>A Land Tax Certificate will be forwarded.
 If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</p> <p>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au</p> |
|------|---|--|

20. Local Government Act 1934 (repealed)

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

21. Local Government Act 1999

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

22. Local Nuisance and Litter Control Act 2016

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

23. Metropolitan Adelaide Road Widening Plan Act 1972

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

24. Mining Act 1971

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

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

25. *Native Vegetation Act 1991*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. Phylloxera and Grape Industry Act 1995

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

29. Planning, Development and Infrastructure Act 2016

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

		has no record of any order or notice affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.8	section 157 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.9	section 192 or 193 - Land management agreement	Refer to the Certificate of Title
29.10	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.11	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.12	Part 16 Division 1 - Proceedings	Contact the Local Government Authority for details relevant to this item
		also
		Contact the vendor for other details that might apply
29.13	section 213 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.14	section 214(6), 214(10) or 222 - Enforcement order	Contact the Local Government Authority for details relevant to this item
		also
		State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

30. *Plant Health Act 2009*

30.1	section 8 or 9 - Notice or order concerning pests	Plant Health in PIRSA has no record of any notice or order affecting this title
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31. *Public and Environmental Health Act 1987 (repealed)*

31.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title
		also
		Contact the Local Government Authority for other details that might apply
31.2	<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2 - Condition (that continues to apply) of an approval</i>	Public Health in DHW has no record of any condition affecting this title
		also
		Contact the Local Government Authority for other details that might apply
31.3	<i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19 - Maintenance order (that has not been complied with)</i>	Public Health in DHW has no record of any order affecting this title
		also
		Contact the Local Government Authority for other details that might apply

32. South Australian Public Health Act 2011

- 32.1 section 66 - Direction or requirement to avert spread of disease Public Health in DHW has no record of any direction or requirement affecting this title
- 32.2 section 92 - Notice Public Health in DHW has no record of any notice affecting this title
also
Contact the Local Government Authority for other details that might apply
- 32.3 *South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval Public Health in DHW has no record of any condition affecting this title
also
Contact the Local Government Authority for other details that might apply

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

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

34. Water Industry Act 2012

- 34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement **An SA Water Certificate will be forwarded. If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950**
also
The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title
also
Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.
also
Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.
also
Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.

35. Water Resources Act 1997 (repealed)

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

36. Other charges

- 36.1 Charge of any kind affecting the land (not included in another item) Refer to the Certificate of Title
also
Contact the vendor for these details
also
Contact the Local Government Authority for other details that might apply

Other Particulars

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

- | | | |
|-----|---|---|
| 1. | Particulars of transactions in last 12 months | Contact the vendor for these details |
| 2. | Particulars relating to community lot (including strata lot) or development lot | Enquire directly to the Secretary or Manager of the Community Corporation |
| 3. | Particulars relating to strata unit | Enquire directly to the Secretary or Manager of the Strata Corporation |
| 4. | Particulars of building indemnity insurance | Contact the vendor for these details
also
Contact the Local Government Authority |
| 5. | Particulars relating to asbestos at workplaces | Contact the vendor for these details |
| 6. | Particulars relating to aluminium composite panels | Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details. |
| 7. | Particulars relating to court or tribunal process | Contact the vendor for these details |
| 8. | Particulars relating to land irrigated or drained under Irrigation Acts | SA Water will arrange for a response to this item where applicable |
| 9. | Particulars relating to environment protection | Contact the vendor for details of item 2
also
EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title
also
Contact the Local Government Authority for information relating to item 6 |
| 10. | Particulars relating to <i>Livestock Act, 1997</i> | Animal Health in PIRSA has no record of any notice or order affecting this title |

Additional Information

The following additional information is provided for your information only.

These items are not prescribed encumbrances or other particulars prescribed under the Act.

- | | | |
|-----|--|--|
| 1. | Pipeline Authority of S.A. Easement | Epic Energy has no record of a Pipeline Authority Easement relating to this title |
| 2. | State Planning Commission refusal | No recorded State Planning Commission refusal |
| 3. | SA Power Networks | SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title |
| 4. | South East Australia Gas Pty Ltd | SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property |
| 5. | Central Irrigation Trust | Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title. |
| 6. | ElectraNet Transmission Services | ElectraNet has no current record of a high voltage transmission line traversing this property |
| 7. | Outback Communities Authority | Outback Communities Authority has no record affecting this title |
| 8. | Dog Fence (<i>Dog Fence Act 1946</i>) | This title falls outside the Dog Fence rateable area. Accordingly, the Dog Fence Board holds no current interest in relation to Dog Fence rates. |
| 9. | Pastoral Board (<i>Pastoral Land Management and Conservation Act 1989</i>) | The Pastoral Board has no current interest in this title |
| 10. | Heritage Branch DEW (<i>Heritage Places Act 1993</i>) | Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title |
| 11. | Health Protection Programs – Department for Health and Wellbeing | Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title. |

Notices

Notices are printed under arrangement with organisations having some potential interest in the subject land. You should contact the identified party for further details.

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

Building restrictions

It is an offence under section 86 of the *Electricity Act 1996* to erect a building or structure within a prescribed distance of aerial or underground powerlines. In some, but not all, cases approval may be obtained from the Technical Regulator. Generally, however, land owners must not build, or alter a building or structure, with the result that any part of the resulting building or structure is within the minimum clearance distance required from certain types of powerlines. These building limitations are set out in the *Electricity (General) Regulations 2012* regulations 81 and 82. Purchasers intending to redevelop the property to be purchased should therefore be aware that the restrictions under the *Electricity Act* and *Regulations* may affect how, or if, they are able to redevelop the property.

In addition, if a building or structure is erected in proximity to a powerline of an electricity entity in contravention of the *Electricity Act*, the entity may seek a court order:

- a) requiring the person to take specified action to remove or modify the building or structure within a specified period;
- b) for compensation from the person for loss or damage suffered in consequence of the contravention; and/or
- c) for costs reasonably incurred by the entity in relocating the powerline or carrying out other work.

Contact the Office of the Technical Regulator in DEM on 8226 5500 for further details.

Statutory easements

Statutory easements for purposes such as (and without limitation) electricity, telecommunications, gas, water and sewage, may also exist, but may not be registered or defined on the title for the land.

Separate from the above building restrictions, South Australia's electricity supply and transmission businesses have statutory easements over land where part of the electricity distribution or transmission system was on, above or under the land as at particular dates specified by legislation.

This notice does not necessarily imply that any statutory or other easement exists.

However, where in existence, statutory easements may provide these organisations and businesses (identified in the relevant legislation) with the right of entry, at any reasonable time, to operate, repair, examine, replace, modify or maintain their equipment, to bring any vehicles or equipment on the land for these purposes, and to install, operate and carry out work on any pipelines, electricity or telecommunications cables or equipment that may be incorporated in, or attached to, their equipment (For example, see Clause 2 of Schedule 1 of the *Electricity Corporations (Restructuring and Disposal) Act 1999*; section 48A of the *Electricity Act 1996*).

For further clarification on these matters, please contact the relevant organisations or businesses, such as SA Power Networks' Easements Branch on telephone 8404 5897 or 8404 5894.

If you intend to excavate, develop or subdivide land, it is suggested that you first lodge a 'Dial Before you Dig' enquiry. Dial Before You Dig is a free referral service that provides information on the location of underground infrastructure. Using the Dial Before you Dig service (<https://1100.com.au>) may mitigate the risk of injury or expense resulting from inadvertent interference with, damage to, or requirement to relocate infrastructure.

Land Tax Act 1936 and Regulations thereunder

Agents should note that the current owner will remain liable for any additional charge accruing due before the date of this certificate which may be assessed on the land and also that the purchaser is only protected in respect of the tax for the financial year for which this certificate is issued. If the change of ownership will not occur on or before the 30th June, another certificate should be sought in respect of the next financial year or requests for certificate should not be made until after 30th June.

Animal and Plant Control (Agriculture Protection and other purposes) Act 1986 and Regulations

Agents should note that this legislation imposes a responsibility on a landholder to control and keep controlled proclaimed plants and particular classes of animals on a property.

Information should be obtained from:

- The vendor about the known presence of proclaimed plants or animals on the property including details which the vendor can obtain from records held by the local animal and plant control board
- The local animal and plant control board or the Animal and Plant Control Commission on the policies and priorities relating to the control of any serious proclaimed plants or animals in the area where the property is located.

Landscape South Australia 2019

Water Resources Management - Taking of underground water

Under the provisions of the *Landscape South Australia Act 2019*, if you intend to utilise underground water on the land subject to this enquiry the following apply:

- A well construction permit accompanied by the prescribed fee is required if a well/bore exceeding 2.5 meters is to be constructed. As the prescribed fee is subject to annual review, you should visit the webpage below to confirm the current fee
- A licensed well driller is required to undertake all work on any well/bore
- Work on all wells/bores is to be undertaken in accordance with the *General specification for well drilling operations affecting water in South Australia*.

Further information may be obtained by visiting <https://www.environment.sa.gov.au/licences-and-permits/water-licence-and-permit-forms>. Alternatively, you may contact the Department for Environment and Water on (08) 8735 1134 or email DEWwaterlicensing@sa.gov.au.



Product	Title and Valuation Package
Date/Time	26/03/2026 04:05PM
Customer Reference	
Order ID	20260326009315

Certificate of Title

Title Reference	CT 5048/898
Status	CURRENT
Easement	NO
Owner Number	11528791
Address for Notices	15 BURKE STREET TUSMORE SA 5065, AUS
Area	NOT AVAILABLE

Estate Type

Fee Simple (Unit)

Registered Proprietor

BRENTON JOHN BOCK
OF 15 BURKE STREET TUSMORE SA 5065

Description of Land

UNIT 4 STRATA PLAN 809
IN THE AREA NAMED FULLARTON
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 12543872
Dealing Date	10/06/2016
Sale Price	\$360,000
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	12543873	WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Stoppers

Dealing Type	Dealing Number	Beneficiary
CAVEAT	14583350	MEGAN AMY EASTON

Valuation Numbers

Valuation Number	Status	Property Location Address
0918233107	CURRENT	Unit 4, 5 HALL STREET, FULLARTON, SA 5063

Notations



Product	Title and Valuation Package
Date/Time	26/03/2026 04:05PM
Customer Reference	
Order ID	20260326009315

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	0918233107
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/1973
Property Location	Unit 4, 5 HALL STREET, FULLARTON, SA 5063
Local Government	UNLEY
Owner Names	BRENTON JOHN BOCK
Owner Number	11528791
Address for Notices	15 BURKE STREET TUSMORE SA 5065, AUS
Zone / Subzone	EN - Established Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1310 - Ground Floor Home Unit Only
Description	4H/UNIT GAR
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
S809 UNIT 4	CT 5048/898

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$425,000	\$510,000			
Previous	\$355,000	\$445,000			



Product	Title and Valuation Package
Date/Time	26/03/2026 04:05PM
Customer Reference	
Order ID	20260326009315

Building Details

Valuation Number	0918233107
Building Style	Ranch
Year Built	1972
Building Condition	Below Average
Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	79 sqm
Number of Main Rooms	4

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



Product	Check Search
Date/Time	26/03/2026 04:05PM
Customer Reference	
Order ID	20260326009315

Certificate of Title

Title Reference: CT 5048/898
Status: CURRENT
Edition: 2

Dealings

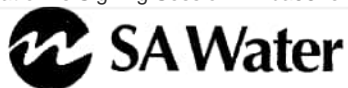
No Unregistered Dealings and no Dealings completed in the last 90 days for this title

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title



Account Number 09 18233 10 7	L.T.O Reference CT5048898	Date of issue 27/3/2026	Agent No. 7734	Receipt No. 2767656
--	------------------------------	----------------------------	-------------------	------------------------

THE FORM 1 COMPANY
LEVEL 1, 3-5 MT BARKER RD
STIRLING SA 5152
form1@form1.net.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: MR BJ BOCK
Location: U4 5 HALL ST FULLARTON UNIT 4
Description: 4H/UNIT GAR **Capital Value:** \$ 510 000
Rating: Residential

Periodic charges

Raised in current years to 31/3/2026

			\$
	Arrears as at: 30/6/2025	:	0.00
Water main available:	1/7/1973	Water rates	246.90
Sewer main available:	1/7/1973	Sewer rates	282.00
		Water use	0.00
		SA Govt concession	0.00
		Recycled Water Use	0.00
		Service Rent	0.00
		Recycled Service Rent	0.00
		Other charges	0.00
		Goods and Services Tax	0.00
		Amount paid	528.90CR
		Balance outstanding	0.00

Degree of concession: 00.00%
Recovery action taken: FULLY PAID

Next quarterly charges: Water supply: 82.30 Sewer: 94.00 Bill: 8/4/2026

This account has no meter of its own but is supplied from account no 09 18233 09 4.

The Water Use apportionment option is Nil.

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

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

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



Government of
South Australia

South Australian Water Corporation
250 Victoria Square/Tarntanyangga
Adelaide SA 5000
GPO Box 1751 Adelaide SA 5001

1300 SA WATER
(1300 729 283)
ABN 69 336 525 019
sawater.com.au



ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

The details shown are current as at the date of issue.

PIR Reference No: 2767656

THE FORM 1 COMPANY
GPO BOX 1651
ADELAIDE SA 5001

DATE OF ISSUE

27/03/2026

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER

11528791

OWNERSHIP NAME

B J BOCK

PROPERTY DESCRIPTION

4 / 5 HALL ST / FULLARTON SA 5063 / UNIT 4

ASSESSMENT NUMBER

0918233107

TITLE REF.

(A "+" indicates multiple titles)

CT 5048/898

CAPITAL VALUE

\$510,000.00

AREA / FACTOR

R4
1.000

LAND USE / FACTOR

RE
0.400

LEVY DETAILS:

FINANCIAL YEAR

2025-2026

FIXED CHARGE

\$ 50.00

+ VARIABLE CHARGE

\$ 172.55

- REMISSION

\$ 103.85

- CONCESSION

\$ 0.00

+ ARREARS / - PAYMENTS

\$ -118.70

= AMOUNT PAYABLE

\$ 0.00

Please Note:

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

EXPIRY DATE

25/06/2026



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

OFFICIAL: Sensitive

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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




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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Bill Code: 456285 Ref: 7016216710</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au <small>© Registered to BPAY Pty Ltd ABN 69 079 137 516</small></p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.



CERTIFICATE OF LAND TAX PAYABLE

ABN 19 040 349 865
Land Tax Act 1936

This form is a statement of land tax payable pursuant to Section 23 of the Land Tax Act 1936. The details shown are current as at the date of issue.

PIR Reference No: 2767656

THE FORM 1 COMPANY
GPO BOX 1651
ADELAIDE SA 5001

DATE OF ISSUE
27/03/2026

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

OWNERSHIP NAME		FINANCIAL YEAR	
B J BOCK		2025-2026	
PROPERTY DESCRIPTION			
4 / 5 HALL ST / FULLARTON SA 5063 / UNIT 4			
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	TAXABLE SITE VALUE	AREA
0918233107	CT 5048/898	\$425,000.00	0.0000 HA
DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:			
CURRENT TAX	\$ 0.00	SINGLE HOLDING	\$ 0.00
- DEDUCTIONS	\$ 0.00		
+ ARREARS	\$ 14,481.17		
- PAYMENTS	\$ 0.00		
= AMOUNT PAYABLE	\$ 14,481.17		

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

ON OR BEFORE 25/06/2026



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



CERTIFICATE OF LAND TAX PAYABLE

Land Tax Act 1936

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
11528791

OWNERSHIP NAME
B J BOCK

ASSESSMENT NUMBER
0918233107

AMOUNT PAYABLE
\$14,481.17

AGENT NUMBER
100019452

AGENT NAME
THE FORM 1 COMPANY

PAYABLE ON OR BEFORE
25/06/2026

+70162166290012> +000927+ <0550709188> <0001448117> +444+

OFFICIAL: Sensitive**Please Note:**

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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




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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456293 Ref: 7016216629</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au <small>© Registered to BPAY Pty Ltd ABN 69 079 137 518</small></p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.



The Form 1 Company
GPO Box 1651
ADELAIDE SA 5001

Date: 27 March 2026
Cert. No: 25887
Ref. No: 36803:11950

REQUEST FOR PROPERTY INFORMATION

Further to your request Council now provides that information required of it pursuant to the Local Government Act and the Land and Business (Sale and Conveyancing) Act.

PROPERTY ADDRESS: 4 / 5 Hall Street, Fullarton SA 5063
Owner: B J Bock
5 Craighill Road
ST GEORGES SA 5064

PROPERTY DESCRIPTION

Assessment No:	7373 4	Valuer Gen No:	0918233107
Section / Lot:	SP 809 Unit 4		
Volume / Folio	CT-5048/898		
Ward	Fullarton	Hundred:	Adelaide

PURSUANT TO SECTION 187 OF THE **LOCAL GOVERNMENT ACT** I CERTIFY THAT THE FOLLOWING AMOUNTS ARE DUE AND PAYABLE IN RESPECT OF AND ARE A CHARGE AGAINST THE ABOVE PROPERTY.

Rates and Fines in Arrears	\$261.10
Rates and Charges for current Fiscal Year (2025/26) which were adopted by Council on the 23 June 2025 and payable on or before 1 September 2025	\$1,056.95
*Less Council Rebate	\$0.00
Fines and Interest for current Fiscal Year	\$ 12.30
Sundry other charges upon the Land	\$0.00
Less Payments/Adjustments Received	(\$1,066.35)
Balance	
• rates and other monies due and payable	\$264.00
includes legal costs, solicitors fees etc.	\$ 0.00
TOTAL BALANCE	\$264.00

***Please note:** this certificate is valid for 30 days from the date of issue. A subsequent search will be required after this period.

Authorised Officer



CITY OF UNLEY - Request for Property Information Certificate No. 25887 continued ...

The following information is provided by council pursuant to the **Land and Business (Sale and Conveyancing) Act 1994** and the **Local Government Act**.

ADVISORY NOTE**Building Fire Risk**

Aluminium Composite Panel Cladding (ACP) is defined as flat or profiled aluminium sheet material in composite with any type of material. ACP is an external building cladding material which can create a fire risk if used or installed incorrectly.

Both Vendors and Purchases should take reasonable steps to determine if ACP has been identified on any building on the land, and also the status of any required remediation works related to the presence of ACP on such building.

Part 3 – Development Plan**Development Act 1993**

Description of Zone:	N/A
----------------------	-----

State Heritage Place pursuant to the Heritage Act	N/A
---	-----

Local Heritage Place pursuant to the Development Act	N/A
--	-----

Significant Tree pursuant to the Development Plan on property	N/A
---	-----

For updated zoning information, refer to the PlanSA Section 7 Report attached.

Section 42 – Condition(s) (that continue to apply) of a development authorisation.

(Note: this applies to all approvals under any development, planning or building legislation)
There are no development applications associated with this property.

Please Note that any City of Unley Development Approval land division condition which details the Development Assessment Commission's requirements regarding payment of moneys into the Planning and Development Fund should be considered as a note and does not constitute an ongoing City of Unley condition of development approval.

Repealed Act conditions (that continue to apply) of approvals or authorisations granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act 1976*

CITY OF UNLEY - Request for Property Information Certificate No. 25887continued ...

(repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1966* (repealed).

(Note: For Repealed Act conditions, please view under "Section 42 – Condition(s) (that continue to apply) of a development authorisation". Applications from 1994 onwards (ie *Development Act, 1993* conditions) are ***not*** included in the Repealed Act conditions.)

Part 2 – Items to be included if land affected**Development Act 1993**

Section 50(1) – Requirement to vest land in Council or the Crown to be held as open-space. **N/A**

Section 50(2) – Requirement to vest land in Council or the Crown to be held as open-space. **N/A**

Order under Section 55 of the Development Act, 1993 to remove work or notice or order under Section 56 of that Act to complete development. **N/A**

Land Management Agreement under Section 57 of the Development Act, 1993 (and under Planning Act, 1982). **N/A**

Emergency order under Section 69 of the Development Act, 1993. **N/A**

Fire Safety Notice under Section 71 of the Development Act, 1993. **N/A**

Enforcement Notice under Section 84 or Order under Sections 85(6), 85(10) of the Development Act, 1993. **N/A**

Proceedings under Division 2 of Part 11 of the Development Act, 1993. **N/A**

Fire and Emergency Services Act 2005

Section 56 – Notice of action required concerning flammable materials on land **N/A**

Section 83 – Notice of action required to protect against outbreak or spread of fire **N/A**

Food Act 2001

Section 44 – Improvement Notice **N/A**

Section 46 – Prohibition Order **N/A**

Housing Improvement Act 2016

Section 23 – Declaration that house is undesirable or unfit for human habitation **N/A**

Date of Declaration **N/A**

Particulars required to be provided under Section 23 **N/A**

Local Government Act

For information pursuant to Local Government Act, 1934 and charges against the land, see front page.

For information pursuant to Local Government Act, 1999 and charges

CITY OF UNLEY - Request for Property Information Certificate No. 25887continued ...

against the land, see front page.

Local Nuisance and Litter Control Act 2016

Section 30 – Nuisance or litter abatement notice

N/A

Planning, Development and Infrastructure Act 2016

Part 5 – Planning and Design Code

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

Refer to the PlanSA Section 7 Report attached.

Is the land situated in a State Heritage place?

Refer
attached
report

Is the land designated as a place of local heritage value?

Refer
attached
report

Is there a tree declared to be a significant tree or a stand of trees declared to be significant trees on the land?

Refer
attached
report

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

Refer to PlanSA - https://plan.sa.gov.au/have_your_say/code-amendments

Section 141 – Order to remove or perform work

No

Section 142 – Notice to complete development

No

Section 155 – Emergency Order

No

Section 157 – Fire safety notice

No

Section 192 or 193 Land Management Agreement

No

Section 198(1) – Requirement to vest land in the Council to be held as private open space

No

Section 198(2) – Requirement to vest land in the Council to be held as private open space

No

Part 16 Division 1 – Proceedings

No

Section 213 – Enforcement notice

No

Section 214(6),214(10) or 222 – Enforcement Order

No

South Australian Public Health Act 2011

Section 92 – Notice

N/A

South Australian Public Health (*Wastewater*) Regulations 2013 Part 4-Condition (that continues to apply) of an approval

N/A

Building Indemnity Insurance

CITY OF UNLEY - Request for Property Information Certificate No. 25887continued ...

(Building Indemnity Insurance only applies to domestic building work that requires Development Approval, is more than \$12,000 in value and commenced after 1 May 1987 or \$20,000 for works commenced after 10 November 2025. The insurance is only applicable for the first five years after completion of the building work and does not apply to domestic building work undertaken by 'Owner/Builders'). If no details appear below, no applicable Building Indemnity Insurance details exist.

Further information held by councils

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

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

NO

Note:

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

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

It should be noted that:

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

ENQUIRIES

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

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

If there are any further or specific queries please contact Council.

AUTHORISED OFFICER

Data Extract for Section 7 search purposes

Valuation ID 0918233107

Data Extract Date: 27/03/2026

Important Information

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

Parcel ID: S809 UN4

Certificate Title: CT5048/898

Property Address: UNIT 4 5 HALL ST FULLARTON SA 5063

Zones

Established Neighbourhood (EN)

Subzones

No

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 45 metres)

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

Affordable Housing

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

Co-located Housing

The Co-located Housing Overlay seeks to facilitate the development of a new form of shared housing which provides for greater housing diversity while also retaining established built form / streetscape character and urban tree canopy.

Historic Area (Un25)

The Historic Area Overlay aims to reinforce historic themes and characteristics through conservation, contextually responsive development, design and adaptive reuse that responds to the attributes expressed in the Historic Area Statement. The demolition of whole or part of a building within the Historic Areas Overlay requires a development application to be submitted for assessment and can only proceed if approved.

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

Strata Plan 809

STRATA PLAN

809 PART OF 3 SHEETS

of 63
13.10.72

In the area named
FULLARTON
 Pt. Lot 8.-L.T.O. Plan 2815.
SEC. 266.-HP OF ADELAIDE.
C.T. Vol. 1556. Fol. 61.

SITE PLAN.



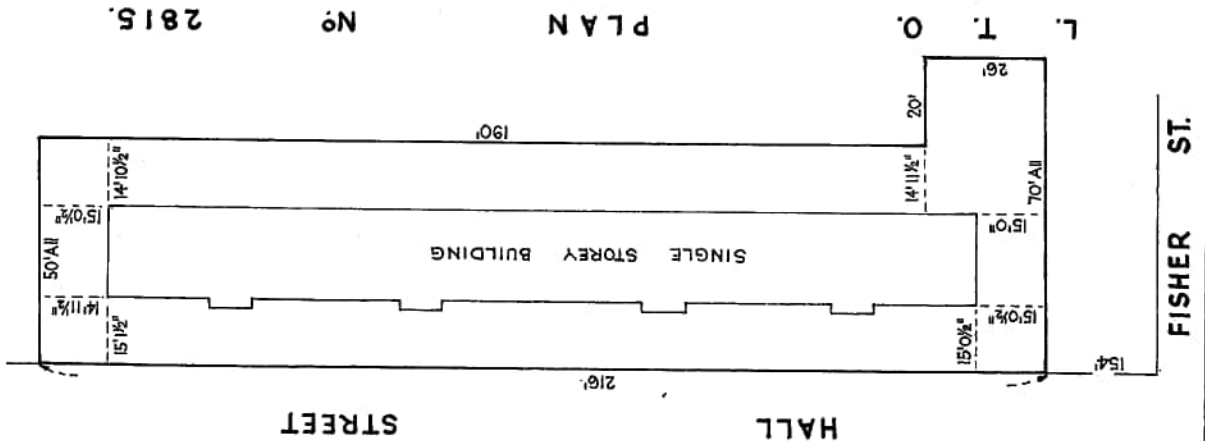
Douglas Arthur Symonds a Licensed Surveyor within the meaning of the Surveyors Act, 1935-1961 do hereby certify:

1. that all the units and unit subsidiaries and all buildings and other structures depicted hereon, are wholly comprised within the boundaries of the parcel delineated on this strata plan;
2. that this strata plan represents an accurate delineation of the units and unit subsidiaries as constructed or laid out on the parcel;
3. that this strata plan complies with the requirements of Regulation 19 of the Real Property Act (Strata Titles) Regulations, 1963.

Dated the 18th day of August 1972.

D.A. Symonds
 Licensed Surveyor.

D.A. SYMONDS,
 Survey Consultant,
 51 ANGLAS ST. ADELAIDE.,
 phone: 84754.
 720809.



STRATA PLAN

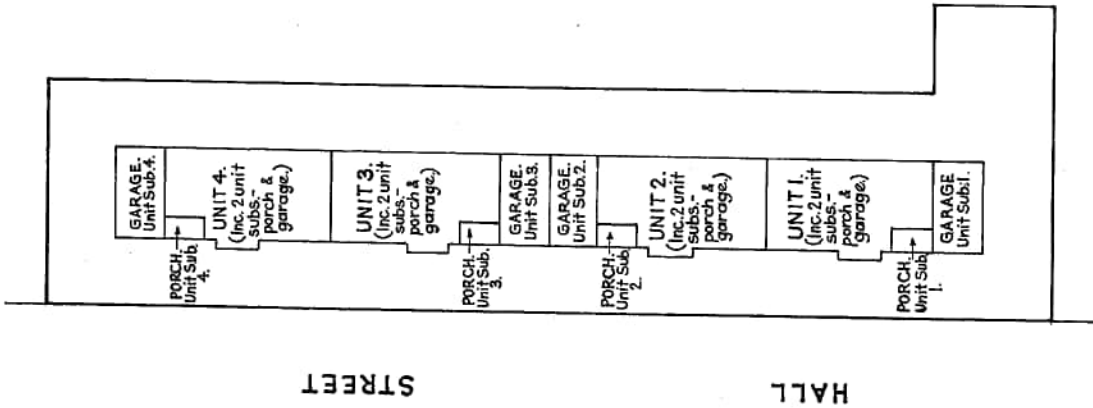
809

2ND OF 3 SHEETS

W. Ellender
A.C.G.

B.10. 72

D.A. SYMONDS,
Survey Consultant,
51 ANGAS ST., ADELAIDE,
Phone: 84754.
720909



— GROUND FLOOR PLAN. —



STRATA PLAN
809
3RD OF 3 SHEETS

ACCEPTED AND DEPOSITED
Chiffellott
Pro Registrar General
13 / 10 / 1972

SCHEDULE OF UNIT ENTITLEMENT						
UNIT NO	UNIT ENTITLEMENT	CURRENT C's of T.		UNIT ENTITLEMENT	CURRENT C's of T.	
		VOLUME	FOLIO		VOLUME	FOLIO
1	25					
2	25					
3	25					
4	25					
				AGGREGATE		
				COMMON PROPERTY		
				Authenticated Vide Application No 3263915 <i>Ed. Bain</i> Deputy Registrar General.		
AGGREGATE	100					



Strata Corporation Search



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The Whittles way.**

176 Fullarton Road
Dulwich SA 5065

08 8291 2300
whittles.com.au

14/04/26

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

THE FORM 1 COMPANY
LEVEL 1 3-5 MT BARKER ROAD
STIRLING, SA, 5152

Dear Sir/Madam

RE: Strata Corporation 809 Inc.
5 HALL STREET, FULLARTON
ABN: 87608909669
Unit: 00004
OWNER: Mr B Bock

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

Unit Entitlement Value:

The Unit Entitlement Value is 25 of a total 100.

Financial Status of the Unit Owner:

The contribution payable to the Administration Fund is currently \$2,000.00 per year paid to 14/10/26. No GST is included within this contribution.

The contribution payable to the Sinking Fund is currently \$100.00 per year paid to 14/10/26. No GST is included within this contribution.

Arrears are as follows:

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

TOTAL ARREARS ARE: \$0.00 as at 14/04/2026. NEXT CONTRIBUTION IS DUE 15/10/2026.

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

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

IMMEDIATELY PRIOR TO SETTLEMENT.

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

Known Extraordinary Expenses

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

Water consumption is paid for by the Strata Corporation.

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

Special Levies

No special levies payable.

Financial Status of the Strata Plan

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

The fund currently stands to the credit of:

Administrative Fund	\$3,379.68CR
Sinking Fund	\$800.00CR (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 Unit holder's legal responsibility to notify the Corporation immediately of a change in ownership, change in address of the owner or change in occupancy of the Unit.

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

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

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

Yours faithfully



Donna Nowicki
Body Corporate Manager
Donna.Nowicki@whittles.com.au

WHITTLES MANAGEMENT SERVICES PTY LTD

On behalf of the Corporation 14/04/2026

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:
The Form 1 Company
LEVEL 1 3-5 MT BARKER ROAD, STIRLING

Strata Corporation 809 Inc.
5 HALL STREET, FULLARTON
Unit: 00004
OWNER: Mr B Bock

Donna Nowicki

Administrative Fund Statement of Income & Expenditure

STRATA CORP.00809 INC
 5 Hall Street FULLARTON SA 5063
 1 August 2024 to 31 July 2025
 Printed 04/09/25 11:26

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	8,000.00	8,000.00	0.00	7,000.00
Interest-Contributions arrears	58.90	0.00	58.90	0.00
Special levy-Gutter repairs/replacement	1,000.00	0.00	1,000.00	0.00
TOTAL FUND INCOME	9,058.90	8,000.00	1,058.90	7,000.00
FUND EXPENDITURE				
Common property	0.00	400.00	400.00	0.00
Debt collection fees	44.00	0.00	(44.00)	0.00
Debt collection fees recovery	(44.00)	0.00	44.00	0.00
Gutters & downpipes	396.00	880.00	484.00	880.00
Insurance renewals	2,440.00	2,440.00	0.00	3,000.00
Management - Agreed Services	1,664.00	1,664.00	0.00	1,600.00
Management - Asset Maintenance Services	80.00	80.00	0.00	72.00
Management - Disbursement Fees	343.20	343.20	0.00	343.20
Owner recovery	(699.33)	0.00	699.33	0.00
Plumbing	3,572.93	600.00	(2,972.93)	2,756.26
Utilities-Water	952.29	1,200.00	247.71	833.47
TOTAL FUND EXPENDITURE	8,749.09	7,607.20	(1,141.89)	9,484.93
FUND SURPLUS (DEFICIT)	309.81	392.80	(82.99)	(2,484.93)

Administrative Fund Statement of Assets & Liabilities

STRATA CORP.00809 INC
 5 Hall Street FULLARTON SA 5063
 31 July 2025
 Printed 04/09/25 11:26

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	1,361.68	3,846.61
Surplus/(Deficit) For Period	309.81	(2,484.93)
TOTAL FUNDS	1,671.49	1,361.68
ASSETS		
Cash at Bank (MBL)	1,921.22	1,361.68
TOTAL ASSETS	1,921.22	1,361.68
LIABILITIES		
Accrued Expenses	8.00	0.00
Unallocated Advances	241.73	0.00
TOTAL LIABILITIES	249.73	0.00
NET ASSETS	1,671.49	1,361.68

Sinking Fund Statement of Income & Expenditure

STRATA CORP.00809 INC
 5 Hall Street FULLARTON SA 5063
 1 August 2024 to 31 July 2025
 Printed 04/09/25 11:26

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	400.00	400.00	0.00	0.00
TOTAL FUND INCOME	400.00	400.00	0.00	0.00
FUND EXPENDITURE				
TOTAL FUND EXPENDITURE	0.00	0.00	0.00	0.00
FUND SURPLUS (DEFICIT)	400.00	400.00	0.00	0.00

Sinking Fund Statement of Assets & Liabilities

STRATA CORP.00809 INC
 5 Hall Street FULLARTON SA 5063
 31 July 2025
 Printed 04/09/25 11:26

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	0.00	0.00
Surplus/(Deficit) For Period	400.00	0.00
TOTAL FUNDS	400.00	0.00
ASSETS		
Cash at Bank (MBL)	400.00	0.00
TOTAL ASSETS	400.00	0.00
LIABILITIES		
TOTAL LIABILITIES	0.00	0.00
NET ASSETS	400.00	0.00

Consolidated Statement of Assets & Liabilities

STRATA CORP.00809 INC
 5 Hall Street FULLARTON SA 5063
 31 July 2025
 Printed 04/09/25 11:26

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	1,361.68	3,846.61
Surplus/(Deficit) For Period	709.81	(2,484.93)
TOTAL FUNDS	2,071.49	1,361.68
ASSETS		
Cash at Bank (MBL)	2,321.22	1,361.68
TOTAL ASSETS	2,321.22	1,361.68
LIABILITIES		
Accrued Expenses	8.00	0.00
Unallocated Advances	241.73	0.00
TOTAL LIABILITIES	249.73	0.00
NET ASSETS	2,071.49	1,361.68

Notes to the Financial Statements

STRATA CORP.00809 INC
 5 Hall Street FULLARTON SA 5063
 31 July 2025
 Printed 04/09/25 11:26

Investments Nil

The following balances relate to amounts received or owing as at 31/07/2025

Receivables - Owner Arrears Nil

Debtors Nil

Allocated Advance Payments Nil

Outstanding Creditors Nil

Unallocated Advance Payments

Unit/Lot Details	Admin
00001	241.73-
Totals	241.73-

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: \$284.16

Summary of Significant Accounting Policies

STRATA CORP.00809 INC
5 Hall Street FULLARTON SA 5063
1 August 2024 to 31 July 2025
Printed 04/09/25 11:26

Basis of Preparation

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

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

Basis of Accounting

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

Cash and cash equivalents

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

Goods and Services Tax

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

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

Income Tax

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

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

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



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176 Fullarton Road
Dulwich SA 5065

08 8291 2300
whittles.com.au

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

21 November 2025

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for STRATA CORP.00809 INC 5 Hall Street, FULLARTON, SA, 5063.

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

Donna Nowicki
Body Corporate Manager



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Minutes of the Annual General Meeting
STRATA CORP.00809 INC

**Minutes of the Annual General Meeting
STRATA CORP.00809 INC**

Meeting Date	Tuesday, 21 October 2025		
Meeting Location	Whittles Management Services, Sarah Miller Boardroom, 1st Floor, 176 Fullarton Road, Dulwich, SA, 5065		
Time	04:30 PM	Closed: 05:20 PM	
Lots Represented	00002 Mrs R Jantke	Owner present	
	00003 A J Stewart	Owner present	
Chairperson	A J Stewart presided over the meeting. It was agreed that Donna Nowicki, Body Corporate Manager, would assist by conducting the meeting.		
Additional Attendees	Donna Nowicki representing Whittles Management Services Pty Ltd		
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy). Those owners who were in arrears were not considered towards the quorum count.		

Item 1

Declaration of Interest

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

Motion 2

Acceptance of Minutes

Ordinary Resolution

It was resolved that in accordance with s33(4b)(b) of the *Strata Titles Act 1988*, the minutes of the Annual General Meeting held on 17 SEP 2024 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.

Motion CARRIED.

Votes

Yes: 2

No: 0

Abs: 0

Inv: 0

Motion 3

Acceptance of Statement of Accounts

Ordinary Resolution

It was resolved that in accordance with s33(4b)(c) of the *Strata Titles Act 1988*, the unaudited Statement of Accounts for the financial year ending 31 JUL 2025, which have been circulated to all members, is accepted.

Motion CARRIED.

Votes

Yes: 2

No: 0

Abs: 0

Inv: 0



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Minutes of the Annual General Meeting
STRATA CORP.00809 INC

Motion 4				
Appointment of Manager		Ordinary Resolution		
<p>It was resolved that the Body Corporate under s23(6) of the <i>Strata Titles Act 1988</i>:</p> <ul style="list-style-type: none"> i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services, ii. make the appointment for a Term of twelve (12) months, being from the 1 AUG 2025 to 31 JUL 2026 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked, iii. authorise limited powers to Whittles Management Services Pty Ltd, iv. agree to pay Service Fees to Whittles Management Services Pty Ltd, v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd. <p>The Services Agreement is available for viewing at whittles.com.au through your owner portal.</p>				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0

Election of Office Bearers and Committee
<p>It was resolved that in accordance with s23(1) and 35(1) of the <i>Strata Titles Act 1988</i>, the meeting appoint Office Bearers and Committee Members.</p> <p>By accepting nomination and election to the committee, members agree to share all contact information with other elected committee members to facilitate efficient communication regarding Body Corporate matters. This consent will remain valid for the duration of their term on the committee.</p> <p><u>Limitations Imposed</u> The Body Corporate Manager advises that the Management Committee and Officers of the Body Corporate do not have powers to resolve matters subject to special or unanimous resolutions.</p> <p>Committee Meetings should be conducted in accordance with s35(8) of the <i>Strata Titles Act 1988</i>.</p> <p>An agenda should be forwarded to all committee members and decisions at the meeting minuted, copies of which are to be placed with the Body Corporate records.</p>
Election of Presiding Officer
A J Stewart has been elected unopposed as Presiding Officer.

Election of Secretary
A J Stewart has been elected unopposed as Secretary.

Election of Treasurer
A J Stewart has been elected unopposed as Treasurer.



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Minutes of the Annual General Meeting
STRATA CORP.00809 iNC

Item 6		
Accredited Contractors (Advice)		
<p>To ensure compliance with work health and safety requirements to protect both contractors and Body Corporates, Whittles only engage accredited contractors who comply with state and territory legislation. If the Body Corporate decides, by act or omission to engage a contractor who is not accredited with Whittles, the Body Corporate acts as the Person Conducting a Business or Undertaking, in regard to the common property for the purposes of occupational health and safety legislation. This means, that if the contractor engaged by the Body Corporate does not have the necessary accreditation, an injured party may seek damages from the Body Corporate.</p> <p>The Corporate Manager will only request quotations from, and instruct works to be undertaken on behalf of the Body Corporate, by accredited contractors. However, non-accredited contractor's invoices will be processed for payment only when instructed to do so by the Body Corporate Chairperson or a person authorised by the Body Corporate to do so.</p>		
Item 7		
Annual Compliance Register (Advice)		
<p>The <i>Work Health and Safety Act 2012</i>, recognises that a Body Corporate's common property is a workplace, as such the Body Corporate is responsible for ensuring the workplace is free from 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.</p> <p>All legislative compliance reports will be reviewed promptly as required and any maintenance attended to in accordance with Australian Standards or Industry best practice using qualified and reputable practitioners. To ensure that the Body Corporate obligations are met and maintained during the year, the Compliance Register will be updated throughout the year.</p>		
Item 8		
Utility Supplies Review (Advice)		
<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>		



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Minutes of the Annual General Meeting
STRATA CORP.00809 INC

Motion 9					
Primary Duty of Care / Common Property / Safety Report		Ordinary Resolution			
<p>The Body Corporate has a Duty of Care to ensure the common area is in a safe condition for occupants, visitors and workers.</p> <p>It was defeated that in accordance with <i>SA Work Health & Safety Act 2012 and or SA Civil Liability Act 1936</i>, Whittles recommends a suitably qualified person/s be instructed to carry out an inspection of the common property at an estimated cost of \$304.00 and provide a detailed report of any hazard that could potentially be deemed a risk to the Body Corporate and risk of harm to occupants, visitors and workers.</p>					
Motion DEFEATED.					
Votes		Yes: 0	No: 2	Abs: 0	Inv: 0
Owners agreed to monitor and report any hazards to the Corporation Manager.					

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



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Minutes of the Annual General Meeting
STRATA CORP.00809 INC

Motion 11				
Insurance Valuation		Ordinary Resolution		
<p>At last years AGM, owners agreed to obtain quotes to increase the sum insured from \$1,300,000 to \$1,500,000 for consideration.</p> <p>The following quotes have been received:</p> <p>remaining at \$1,300,000 Hutch - \$2755.00, excess \$2500 water damage claims, \$1000 for all other claims. SCI - \$2945.00, excess \$1000 for all claims</p> <p>increasing to \$1,500,000 Hutch - \$2985.00, excess \$2500 water damage claims, \$1000 for all other claims. SCI - \$3015.00, excess \$1000 for all claims.</p> <p>Alternatively, the Corporation could engage the services of a Licensed Valuer to provide an update of the current Insurance Valuation at an estimated cost of \$286.00 and that this valuation be adopted by the Body Corporate effective immediately upon receipt.</p>				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0

Motion 11 Alternatives				
Alternatives for Insurance Valuation		Motion Alternatives		
<p>(Option A) Remain at \$1,300,000 with HUTCH (Option B) Remain at \$1,300,000 with SCI (Option C) Increase to \$1,500,000 with HUTCH (Option D) Increase to \$1,500,000 with SCI (Option E) Have a new valuation undertaken.</p>				
'OPTION D' has been selected with the highest votes.				
Votes	A: 0 D: 2	B: 0 E: 0	C: 0	Inv: 0
<p>It was agreed to increase to \$1,500,000 with SCI. A copy of the new COC is attached to these minutes for reference.</p>				



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Minutes of the Annual General Meeting
STRATA CORP.00809 INC

Motion 12				
Insurance Renewal		Ordinary Resolution		
<p>It was resolved that the Body Corporate Manager is to arrange quotes and/or renewal of the Body Corporate's insurance for a sum insured of \$1,300,000 or any such sum as agreed, 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 unit, the unit owner may be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate.</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>Contents Insurance The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for contents of their units, inclusive of carpets, drapes, light fittings, etc., whether or not the unit is occupied by the unit owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that unit owners should be separately insured for cover in relation to their own premises.</p>				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0

Item 13				
General Business				
<p>Grounds Reminder that owners are responsible for maintaining the grounds at their respective units' frontages.</p>				
Notes				
<p>Owners were reminded that Whittles offers an afterhours emergency line service available 24/7 which can be reached on 1300 888 275.</p>				

Motion 14				
Gutter Cleaning		Ordinary Resolution		
<p>It was resolved that the Body Corporate agree to engage Nick Sanders to attend to carry out gutter cleaning twice a year in May and October.</p>				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0



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Minutes of the Annual General Meeting
STRATA CORP.00809 INC

Motion 15				
Roof Flashing Repairs	Ordinary Resolution			
<p>Recently plumbers attended to a water leak between unit 3 and unit 4 and it was noted that the led flashing has some cracking and holes that are past the pint of being able to be resealed. The plumbers have recommended replacing the led flashing with new sheets and a quote has been provided for this work.</p> <p>Should the majority of owners be in favour of this work, a special levy for the amount of the quote will be raised in accordance with Unit Entitlement Values to those persons registered as proprietors of a Unit at the due date for payment and be made payable on or before 30 October 2025 or alternate date to be determined</p>				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0
Notes				
<p>Owners were generally in agreement to undertake this work however it was agreed to arrange an alternate quote for consideration and for that contractor to check all flashing while onsite and provide itemised quote for review. Once the second quote is received, it will be circulated for consideration and decision on which contractor will be engaged.</p>				

Motion 16				
Administrative Fund Budget	Ordinary Resolution			
<p>It was resolved that in accordance with s27 of the <i>Strata Titles Act 1988</i>, the attached Administrative Fund budget be approved and adopted.</p> <p>Contributions reflected in this budget are the same as the previous budget with annual contributions for the Corporation of \$8,000.00 for the financial year ending 31 JUL 2026.</p> <p>This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year.</p> <p>Contributions will be raised in accordance with Unit Entitlement Values.</p>				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0



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Minutes of the Annual General Meeting
STRATA CORP.00809 INC

Motion 17				
Sinking Fund Budget		Ordinary Resolution		
<p>It was resolved that in accordance with s27 of the <i>Strata Titles Act 1988</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 annual contributions for the Corporation of \$400.00 for the financial year ending 31 JUL 2026.</p> <p>This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year.</p> <p>Contributions will be raised in accordance with Unit Entitlement Values.</p>				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	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 Presiding Officer, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Unit Entitlement Values and must not exceed the sum of \$2,684.00.</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: 2	No: 0	Abs: 0	Inv: 0

Motion 19				
Interest Charged on Overdue Contributions/Levies		Ordinary Resolution		
<p>It was resolved that in accordance with the provisions of s27(4) of the <i>Strata Titles Act 1988</i>, the Body Corporate will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date.</p> <p>The Presiding Officer is authorised to waive penalty interest charges in extenuating circumstances at their discretion.</p>				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0



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Minutes of the Annual General Meeting
STRATA CORP.00809 INC

Motion 20				
Recovery of Overdue Contributions/Levies		Ordinary Resolution		
<p>It was resolved that in accordance with s27(5) of the <i>Strata Titles Act 1988</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 STRATA CORP.00809 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred.</p> <p>Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company.</p> <p>Fees charged by third party providers will be recovered from the debtor at cost per invoice.</p> <p>Owners are advised of the following debt recovery process:</p> <ol style="list-style-type: none"> 1. Owners are issued their contribution notice approximately 3 weeks before the due date. 2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date. 3. Once 27 days or more overdue, a final notice is issued to the owner incurring a \$44.00 fee. Payment is to be made in full within 21 days from date of issue. 4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued. 5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency. 				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0

Item 21				
Next Meeting & Closure				
To be held at 4.30pm on Tuesday, Wednesday or Thursday.				

Owners can update their personal details anytime via the **Whittles Owner Portal** at www.whittles.com.au

- Log in using your primary registered email address or mobile number.

For faster delivery, we recommend receiving all correspondence and account notices via email.

Whittles operates a 24/7 emergency maintenance line. For after-hours emergencies, call 1300 778 886.

If you have another property you'd like Whittles to manage, please let your manager know, or request a quote on our website.

BUDGET

STRATA CORP.00809 INC
5 HALL STREET, FULLARTON

Year ending July 2026

ADMINISTRATIVE FUND

	Aug-Oct 25	Nov-Jan 26	Feb-Apr 26	May-Jul 26	Annual Total
INCOME					
Contributions	8,000.00	0.00	0.00	0.00	\$8,000.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-58.90	-0.00	-0.00	-0.00	<u>-\$58.90</u>
Total	7,941.10	0.00	0.00	0.00	<u>\$7,941.10</u>
EXPENDITURE					
Common property	100.00	100.00	100.00	100.00	\$400.00
Gutters & downpipes	440.00	0.00	440.00	0.00	\$880.00
Insurance - Renewal	2,684.00	0.00	0.00	0.00	\$2,684.00
Management - Agreed Services	432.64	432.64	432.64	432.64	\$1,730.56
Management - Asset Maintenance Services	20.00	20.00	20.00	20.00	\$80.00
Management - Disbursement Fees	68.20	68.20	68.20	68.20	\$272.80
Plumbing	200.00	200.00	200.00	200.00	\$800.00
Technology and System Fees	17.60	17.60	17.60	17.60	\$70.40
Utilities - Water	275.00	275.00	275.00	275.00	<u>\$1,100.00</u>
Total	4,237.44	1,113.44	1,553.44	1,113.44	<u>\$8,017.76</u>

SINKING FUND

	Aug-Oct 25	Nov-Jan 26	Feb-Apr 26	May-Jul 26	Annual Total
INCOME					
Contributions	400.00	0.00	0.00	0.00	\$400.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-0.00	-0.00	-0.00	-0.00	<u>-\$0.00</u>
Total	400.00	0.00	0.00	0.00	<u>\$400.00</u>

CASH FLOW SUMMARY

	Aug-Oct 25	Nov-Jan 26	Feb-Apr 26	May-Jul 26	Annual Total
<u>ADMINISTRATIVE FUND</u>					
Opening Balance	1,671.49	5,375.15	4,261.71	2,708.27	\$1,671.49
Add: Contributions	8,000.00	0.00	0.00	0.00	\$8,000.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	58.90	0.00	0.00	0.00	\$58.90
Minus: Expenditures	4,237.44	1,113.44	1,553.44	1,113.44	\$8,017.76
CLOSING BALANCE	5,375.15	4,261.71	2,708.27	1,594.83	\$1,594.83
 <u>SINKING FUND</u>					
Opening Balance	400.00	800.00	800.00	800.00	\$400.00
Add: Contributions	400.00	0.00	0.00	0.00	\$400.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	0.00	0.00	0.00	0.00	\$0.00
CLOSING BALANCE	800.00	800.00	800.00	800.00	\$800.00

CALCULATION OF CONTRIBUTIONS

Total Unit Entitlement 100
 Number of Units 4

	— Effective from 15/10/20 —		— Effective from 15/08/14 —	
Unit Number	UEV	ADMIN Fund	UEV	SINKING Fund
1	25	\$2,000	25	\$100
2	25	\$2,000	25	\$100
3	25	\$2,000	25	\$100
4	25	\$2,000	25	\$100
 YEARLY TOTAL		<u>\$8,000.00</u>		<u>\$400.00</u>



Strata and Community Title Services

Motion 3				
Acceptance of Statement of Accounts	Ordinary Resolution			
It was resolved that in accordance with s33(4b)(c) of the <i>Strata Titles Act 1988</i> , the unaudited Statement of Accounts for the financial year ending 31 JUL 2024, which have been circulated to all members, is accepted.				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0

Motion 4				
Appointment of Manager	Ordinary Resolution			
It was resolved that the Body Corporate under s23(6) of the <i>Strata Titles Act 1988</i> :				
<ul style="list-style-type: none"> i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services, ii. make the appointment for a Term of twelve (12) months, being from the 1 AUG 2024 to 31 JUL 2025 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked, iii. authorise limited powers to Whittles Management Services Pty Ltd, iv. agree to pay Service Fees to Whittles Management Services Pty Ltd, v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd. 				
The Services Agreement is available for viewing at whittles.com.au through your owner portal.				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0

Election of Office Bearers and Committee				
THAT in accordance with s23(1) and 35(1) of the <i>Strata Titles Act 1988</i> , the meeting appoints the following Office Bearers and Committee Members.				
<u>Limitations Imposed</u>				
The Body Corporate Manager advises that the Management Committee and Officers of the Body Corporate do not have powers to resolve matters subject to special or unanimous resolutions.				
Committee Meetings should be conducted in accordance with s35(8) of the <i>Strata Titles Act 1988</i> .				
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				
A J Stewart has been elected unopposed as Presiding Officer.				



Strata and Community Title Services

Election of Secretary

A J Stewart has been elected unopposed as Secretary.

Election of Treasurer

A J Stewart has been elected unopposed as Treasurer.

Item 6**Accredited Contractors (Advice)**

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

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

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

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

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



Strata and Community Title Services

Motion 8				
Primary Duty of Care / Common Property / Safety Report		Ordinary Resolution		
<p>The Body Corporate has a Duty of Care to ensure the common area is in a safe condition for occupants, visitors and workers.</p> <p>It was defeated that in accordance with <i>SA Work Health & Safety Act 2012 and or SA Civil Liability Act 1936</i>, Whittles recommends a suitably qualified person/s be instructed to carry out an inspection of the common property at an estimated cost of \$302.00 and provide a detailed report of any hazard that could potentially be deemed a risk to the Body Corporate and risk of harm to occupants, visitors and workers.</p> <p>This report is to be forwarded to the Presiding Officer/Management Committee for further instructions.</p>				
Motion DEFEATED.				
Votes	Yes: 0	No: 2	Abs: 0	Inv: 0
Owners agreed to monitor and report any hazards to the Corporation Manager.				

Item 9				
Current Insurance Details (Advice)				
A copy of the Body Corporate's current certificate of currency/insurance is available for viewing at whittles.com.au through your owner portal.				

Motion 10				
Insurance Valuation		Ordinary Resolution		
<p>THAT in accordance with s30 of the Strata Titles Act 1988, the Body Corporate engage the services of a Licensed Valuer to provide an update of the current Insurance Valuation at an estimated cost of \$286.00 and that this valuation be adopted by the Body Corporate effective immediately upon receipt.</p> <p>A comprehensive professional valuation for insurance purposes performed in November 2009 recommended insurance cover of \$800,000 and is available for viewing at whittles.com.au through your owner portal.</p> <p>Currently your corporation is insured for \$1,300,000.</p>				
Motion DEFEATED.				
Votes	Yes: 0	No: 2	Abs: 0	Inv: 0
It was agreed to obtain quotes prior to renewal next year for an increased sum insured amount of \$1,500,000 for consideration at the next AGM.				



Strata and Community Title Services

Minutes of the Annual General Meeting
STRATA CORP.00809 INC

Motion 11				
Insurance Renewal	Ordinary Resolution			
<p>It was resolved that the Body Corporate Manager is to arrange quotes and/or renewal of the Body Corporate's insurance for a sum insured of \$1,300,000 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 unit, the unit owner may be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate.</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>Contents Insurance The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for contents of their units, inclusive of carpets, drapes, light fittings, etc., whether or not the unit is occupied by the unit owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that unit owners should be separately insured for cover in relation to their own premises.</p> <p>The Body Corporate's Certificate of Currency/Insurance is available for viewing at whittles.com.au through your owner portal.</p>				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0
Item 12				
General Business				
<p>Owners noted that the SA Water accounts have been estimated as they were unable to access the meter.</p> <p>A Stewart to investigate and report back to the Manager.</p>				
Motion 13				
Grounds Maintenance	Ordinary Resolution			
<p>It was resolved that the Owners agree to undertake grounds maintenance.</p>				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0



Strata and Community Title Services

Motion 14				
Gutter Cleaning	Ordinary Resolution			
<p>Currently Nick Sanders Maintenance undertakes the gutter cleaning twice a year in May and October.</p> <p>Moved by Unit 2 - it was resolved that the Owners to discuss and decide on a contractor and the frequency for the gutter cleaning.</p>				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0
<p>R Jantke provided an alternate quote for gutter cleaning by Gutter Cleaning Action Team.</p> <p>The Manager is to reach out and confirm how many hours they expect to take to complete the work and liaise with A Stewart.</p> <p>Provided the information is satisfactory, the October clean to be undertaken by Gutter Cleaning Action Team with A Stewart inspection afterwards, and to provide feedback.</p>				

Motion 15				
Approval to Keep a Dog / Cat	Ordinary Resolution			
<p>It was resolved that the Body Corporate authorises Owners and /or tenant to keep one (1) dog or one (1) cat at the Unit, subject to the following conditions,</p> <p>The animal must be properly restrained whilst on common property;</p> <p>The animal must be prevented from causing a nuisance, particularly by noise or fouling;</p> <p>This consent and approval shall apply to this animal only and shall be revoked upon the death or removal of the animal.</p>				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0



Strata and Community Title Services

Minutes of the Annual General Meeting
STRATA CORP.00809 INC

Motion 16				
Gutter Replacement		Ordinary Resolution		
<p>After a few concerns were raised with gutters and downpipes holding water in the winter weather, the plumbers were asked to attend and provide their recommendations to resolve the issues and also quotes for replacing the gutters for consideration.</p> <p>The plumbers have recommended that the galvnised downpipes are replaced with larger PVC downpipes to allow better flow.</p> <p>The have also provided an alternate quote to replace all gutters and downpipes.</p> <p>Should the majority of owners wish to proceed with these works a levy for the selected quote be raised in accordance with Unit Entitlement Values to those persons registered as proprietors of a Unit at the due date for payment and be made payable on or before a date to be determined at the meeting.</p>				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0

Motion 16 Alternatives				
Alternatives for Gutter Replacement		Motion Alternatives		
<p>(Option A) Option 1 - Replace glavanised downpipes with PVC - \$1,924.00 incl GST.</p> <p>(Option B) Option 2 - Replace all gutters and downpipes - \$15,790.00 incl GST.</p> <p>(Option C) Option 3 - None of the above.</p>				
'OPTION A' has been selected with the highest votes.				
Votes	A: 2	B: 0	C: 0	Inv: 0
This work will be scheduled in and the levy due for payment 15/10/2024.				



Strata and Community Title Services

Minutes of the Annual General Meeting
STRATA CORP.00809 INC

Motion 17				
Administrative Fund Budget	Ordinary Resolution			
<p>It was resolved that in accordance with s27 of the <i>Strata Titles Act 1988</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 annual contributions for the Corporation of \$8,000.00 for the financial year ending 31 JUL 2025.</p> <p>This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year.</p> <p>Contributions will be raised in accordance with Unit Entitlement Values.</p>				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0

Motion 18				
Sinking Fund Budget	Ordinary Resolution			
<p>Moved that the Corporation establish a sinking fund for non-recurrent expenses.</p> <p>That in accordance with s27 of the <i>Strata Titles Act 1988</i>, the attached Sinking Fund budget be approved and adopted.</p> <p>Contributions reflected in this budget have annual contributions of \$400.00 for the financial year ending 31 JUL 2025.</p> <p>This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year.</p> <p>Contributions will be raised in accordance with Unit Entitlement Values.</p>				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0



Strata and Community Title Services

Motion 19				
Insufficient Funds Special Levy Authority	Ordinary Resolution			
<p>It was resolved that should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Presiding Officer, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Unit Entitlement Values and must not exceed the sum of \$3,450.00.</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: 2	No: 0	Abs: 0	Inv: 0

Motion 20				
Audit of Annual Financial Statement	Ordinary Resolution			
<p>It was resolved that Whittles recommends that MGI Assurance (SA) be appointed to carry out an independent audit of the Body Corporate's annual statement of accounts at an estimated cost of \$85.00.</p>				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0

Motion 21				
Interest Charged on Overdue Contributions/Levies	Ordinary Resolution			
<p>It was resolved that in accordance with the provisions of s27(4) of the <i>Strata Titles Act 1988</i>, the Body Corporate will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date.</p> <p>The Presiding Officer is authorised to waive penalty interest charges in extenuating circumstances at their discretion.</p>				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0



Strata and Community Title Services

Motion 22				
Recovery of Overdue Contributions/Levies		Ordinary Resolution		
<p>It was resolved that in accordance with s27(5) of the <i>Strata Titles Act 1988</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 STRATA CORP.00809 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred.</p> <p>Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company.</p> <p>Fees charged by third party providers will be recovered from the debtor at cost per invoice.</p> <p>Owners are advised of the following debt recovery process:</p> <ol style="list-style-type: none"> 1. Owners are issued their contribution notice approximately 3 weeks before the due date. 2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date. 3. Once 27 days or more overdue, a final notice is issued to the owner incurring a \$44.00 fee. Payment is to be made in full within 21 days from date of issue. 4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued. 5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency. 				
Motion CARRIED.				
Votes	Yes: 2	No: 0	Abs: 0	Inv: 0

Item 23				
Next Meeting & Closure				
The next Annual General Meeting is to be held on a Tuesday at 4.30pm.				

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

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

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

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

BUDGET

STRATA CORP.00809 INC
5 HALL STREET, FULLARTON

Year ending July 2025

ADMINISTRATIVE FUND

	Aug-Oct 24	Nov-Jan 25	Feb-Apr 25	May-Jul 25	Annual Total
INCOME					
Contributions	8,000.00	0.00	0.00	0.00	\$8,000.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Total	8,000.00	0.00	0.00	0.00	\$8,000.00
EXPENDITURE					
Common property	100.00	100.00	100.00	100.00	\$400.00
Gutters & downpipes	440.00	0.00	440.00	0.00	\$880.00
Insurance - Renewal	2,440.00	0.00	0.00	0.00	\$2,440.00
Management - Agreed Services	416.00	416.00	416.00	416.00	\$1,664.00
Management - Asset Maintenance Services	20.00	20.00	20.00	20.00	\$80.00
Management - Disbursement Fees	68.20	68.20	68.20	68.20	\$272.80
Plumbing	150.00	150.00	150.00	150.00	\$600.00
Technology and System Fees	17.60	17.60	17.60	17.60	\$70.40
Utilities - Water	300.00	300.00	300.00	300.00	\$1,200.00
Total	3,951.80	1,071.80	1,511.80	1,071.80	\$7,607.20

SINKING FUND

	Aug-Oct 24	Nov-Jan 25	Feb-Apr 25	May-Jul 25	Annual Total
INCOME					
Contributions	400.00	0.00	0.00	0.00	\$400.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Total	400.00	0.00	0.00	0.00	\$400.00

CASH FLOW SUMMARY

	Aug-Oct 24	Nov-Jan 25	Feb-Apr 25	May-Jul 25	Annual Total
<u>ADMINISTRATIVE FUND</u>					
Opening Balance	1,361.68	5,409.88	4,338.08	2,826.28	\$1,361.68
Add: Contributions	8,000.00	0.00	0.00	0.00	\$8,000.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	3,951.80	1,071.80	1,511.80	1,071.80	\$7,607.20
CLOSING BALANCE	5,409.88	4,338.08	2,826.28	1,754.48	\$1,754.48
 <u>SINKING FUND</u>					
Opening Balance	0.00	400.00	400.00	400.00	\$0.00
Add: Contributions	400.00	0.00	0.00	0.00	\$400.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	0.00	0.00	0.00	0.00	\$0.00
CLOSING BALANCE	400.00	400.00	400.00	400.00	\$400.00

CALCULATION OF CONTRIBUTIONS

Total Unit Entitlement 100
 Number of Units 4

	— Effective from 15/10/20 —		— Effective from 15/08/14 —	
Unit Number	UEV	ADMIN Fund	UEV	SINKING Fund
1	25	\$2,000	25	\$100
2	25	\$2,000	25	\$100
3	25	\$2,000	25	\$100
4	25	\$2,000	25	\$100
 YEARLY TOTAL		 <u>\$8,000.00</u>		 <u>\$400.00</u>

Strata Corporation No. 000809 Inc.
At 5 HALL STREET, FULLARTON

Page 3

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
01/10/06	Maintenance supervisor confirmed.
	<p><u>Grounds Maintenance</u> Owners are responsible for maintaining the grounds at their respective units' frontages.</p>
19/09/07	Maintenance supervisor confirmed.
	<p><u>Garden Shed</u> The Corporation agreed that the owner of Unit 1 can install a Stratco garden shed in the area adjacent to the garage, subject to Council approval. The cost for this is to be borne by the owner of Unit 1.</p>
22/10/08	Maintenance supervisor confirmed.
	<p><u>Meeting Fee</u> The Manager advised that should any owner wish to apply to the Corporation, other than at the annual general meeting, for an approval of any kind, which was for their exclusive benefit the prescribed meeting fee will apply to conduct an Extraordinary General Meeting.</p> <p>It was agreed that this fee be charged to the applicant.</p>
21/10/09	Maintenance supervisor confirmed.
13/10/10	Maintenance supervisor confirmed.
	<p><u>Meeting Fee</u> The Manager advised that should any owner wish to apply to the Corporation, other than at the annual general meeting, for an approval of any kind, which was for their exclusive benefit the prescribed meeting fee will apply to conduct an Extraordinary General Meeting.</p> <p>It was agreed that this fee be charged to the applicant.</p>

Strata Corporation No. 000809 Inc.
At 5 HALL STREET, FULLARTON

Page 4

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

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

Date of Meeting	Details of Resolution
14/09/11	<p><u>Meeting Fee</u></p> <p>The Manager advised that should any owner wish to apply to the Corporation, other than at the annual general meeting, for an approval of any kind, which was for their exclusive benefit the prescribed meeting fee will apply to conduct an Extraordinary General Meeting.</p> <p>It was agreed that this fee be charged to the applicant.</p> <p>Maintenance supervisor confirmed.</p>
26/09/12	<p>Maintenance supervisor confirmed.</p>
	<p><u>Excess Payment</u></p> <p>It was resolved that where repairs are carried out under insurance, and the repairs benefit a particular unit, the Corporation will be responsible for the payment of any excess where applicable.</p> <p><u>Meeting Fee</u></p> <p>The Manager advised that should any owner wish to apply to the Corporation, other than at the annual general meeting, for an approval of any kind, which was for their exclusive benefit the prescribed meeting fee will apply to conduct an Extraordinary General Meeting.</p> <p>It was agreed that this fee be charged to the applicant.</p>
02/10/13	<p><u>Whittles Maintenance Service - Appointment</u></p> <p>Following review of the various National and State WH&S legislation, Whittles has revised its policy for instructing contractors, on behalf of the Corporation, to carry out work onsite. With effect from 1/01/13 Whittles policy will be that contractors must be registered as an accredited contractor with Whittles.</p> <p>It is therefore resolved that only contractors registered as an accredited contractor with Whittles be instructed to carry out work at the Corporation.</p> <p>That accreditation be confirmed by Whittles as current to allow the issue of the work instructions, and that the Body Corporate pay an annual fee to Whittles of \$55 and \$22 per work order to maintain and oversee this registration process.</p> <p>It is understood that Whittles will not issue work instructions to any contractor not satisfying this accreditation process.</p>

Strata Corporation No. 000809 Inc.
At 5 HALL STREET, FULLARTON

Page 5

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
02/10/13 cont'd	<p><u>Gutter Guard Installation</u></p> <p>It was decided that all owners were permitted to install gutter guard on their individual units at their own expense, as the owner of Unit 1 had already installed gutter guard on her unit at her own expense.</p>
29/10/14	No resolutions were recorded.
07/10/15	<p><u>Excess Payment</u></p> <p>The Corporation confirmed that where repairs are carried out under insurance and the repairs benefit a particular Unit, the Unit Owner will be responsible for the payment of any excess subject to any explicit instructions to the contrary by the corporation.</p>
12/10/16	<p><u>Pet Approval Unit 2 - Cat (Ordinary Resolution)</u></p> <p>Approval was granted to the owner of Unit 2 to allow their tenant to house a cat at Unit 2. The cat will be purely an indoor cat and will cause no disruption to any neighbouring Units.</p> <p>The approval will be for the life of the animal and does not attach to other animals now or in the future, and is subject to the animal not causing a nuisance to other residents.</p>
2017 - 2023	No Resolutions Recorded.
17/09/24 AGM	<p><u>Approval to Keep a Dog / Cat (Ordinary Resolution)</u></p> <p>It was resolved that the Body Corporate authorises Owners and /or tenant to keep one (1) dog or one (1) cat at the Unit, subject to the following conditions,</p> <p>The animal must be properly restrained whilst on common property;</p> <p>The animal must be prevented from causing a nuisance, particularly by noise or fouling;</p> <p>This consent and approval shall apply to this animal only and shall be revoked upon the death or removal of the animal.</p>
21/10/2025	No Resolutions Recorded

STRATA CORPORATION 809 INCORPORATED
At 5 Hall Street, Fullarton, 5063

Page 1

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
25/10/94	<p><u>Legal Recoveries</u> Strata Managers are authorised without need for further authority to levy costs incurred for all legal recovery costs against the unit holder in default of payment of Corporation contributions / levies.</p>
19/10/95	<p><u>Maintenance Supervisor</u> A maintenance supervisor has been engaged to oversee maintenance work performed by contractors engaged by Whittles for its client Corporations. To fund this appointment, contractors entering into an agreement with Whittles will pay a management fee of up to 5% of the invoiced amount for any works performed.</p> <p><u>SA Water</u> Owners responsible for the payment of quarterly rates and the Strata Corporation will be responsible for payment of all water consumption charges which will be billed separately.</p>
24/10/96	<p><u>Maintenance Supervisor</u> Confirmed.</p>
26/08/97	<p><u>Maintenance Supervisor</u> Confirmed.</p>
02/09/98	<p><u>Maintenance Supervisor</u> Confirmed.</p> <p><u>Smoke Alarms</u> The Strata Manager advised that under current Legislation all dwellings must be fitted with smoke alarms by 01/01/2000.</p> <p><u>Overdue Notices</u> It was agreed that the Strata Managers charge those owners with contribution arrears a 'late fee' of \$10 each time it became necessary to forward a reminder notice.</p> <p>Furthermore, it was agreed that the Strata Managers charge those owners a fee of \$30 for placing them into legal hands where necessary.</p>
08/09/99	<p><u>Maintenance Supervisor</u> Confirmed.</p>
06/09/00	<p><u>Maintenance Supervisor</u> Confirmed.</p>

STRATA CORPORATION 809 INCORPORATED
At 5 Hall Street, Fullarton, 5063

Page 2

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
06/09/00 Cont'd	<p><u>Smoke Alarms</u> The Strata Manager reiterated that all residential units have until 01/01/2000 to install battery operated smoke detectors. It was noted that it is up to each unit owner to install smoke detectors in accordance with the new Legislation.</p> <p>It was noted that, if a smoke alarm or smoke alarms are not fitted in each unit, the Corporation is guilty of an offence for which a maximum penalty of \$750 applies. It was agreed that, should the Corporation be fined due to an owners failure to install a suitable smoke alarm in their unit, the Strata Corporation will recover from that owner all costs incurred.</p>
	<p><u>Glass</u> Attention was brought to the meeting by the Strata Manager that over the past few years there have been various successful claims against landlords for injury to persons or damage to property by glass breakage in their properties.</p> <p>Although glass may comply with past building standards, and is legally acceptable, property owners may still be at risk where a Court feels that the status of the glass represents a risk. The need for adequate Public Liability Insurance was reinforced.</p>
04/10/01	<p><u>Maintenance Supervisor</u> Confirmed.</p>
10/10/02	<p><u>Maintenance Supervisor</u> Confirmed.</p>
09/10/03	<p><u>Maintenance Supervisor</u> Confirmed.</p>
29/09/04	<p><u>Meeting Fee</u> The Manager advised that should any owner wish to apply to the Corporation (other than at the annual general meeting) for an approval of any kind, which was for their exclusive benefit, a fee of \$60 (+GST) will apply to conduct an extraordinary general meeting.</p> <p>It was agreed that this fee be charged to the applicant.</p>
	<p><u>Lawns of Common Property</u> It was agreed that the maintenance of lawns would be the responsibility of the individual owners around their respective units.</p>
	<p><u>Maintenance of Dividing Fences and Gates</u> It was agreed that the individual owners would maintain the divisional fences and gates.</p>
12/10/05	<p><u>Animals</u> - The approval granted to the owner of unit 1 to keep a dog at the unit was ratified.</p>

SCHEDULE 3

Articles of Strata Corporation

1. (1) A unit holder must –
 - (a) maintain the unit in good repair;
 - (b) carry out any work ordered by a council or other public authority in respect of the unit.(2) The occupier of a unit must keep it in a clean and tidy condition.
2. A person bound by these articles –
 - (a) must not obstruct the lawful use of the common property by any person; and
 - (b) must not use the common property in a manner that unreasonably interferes with the use and enjoyment of the common property by the other members of the strata community, their customers, clients or visitors; and
 - (c) must not use make, or allow his or her customers, clients or visitors to make, undue noise in or about any unit or the common property; and
 - (d) must not interfere, or allow his or her customers, clients or visitors to interfere, with others in the enjoyment of their rights in relation to units or common property.
3. A person bound by these articles must not use the unit, or permit the unit to be used, for any unlawful purpose.
4. Subject to the *Strata Titles Act 1988*, a person bound by these articles must not, without the corporation's consent, keep any animal in, or in the vicinity of, a unit.
5. A person bound by these articles –
 - (a) must not park a motor vehicle in a parking space allocated for others or on a part of the common property on which parking is not authorized by the strata corporation; and
 - (b) must take reasonable steps to ensure that his or her customers, clients or visitors do not park in parking spaces allocated for others or on parts of the common property on which parking is not authorized by the strata corporation.
6. A person bound by these articles must not, without the consent of the strata corporation –
 - (a) damage or interfere with any lawn, garden, tree, shrub, plant or flower on the common property or
 - (b) use any portion of the common property for his or her own purposes as a garden.
7. A person bound by these articles must not –
 - (a) bring objects or materials onto the site of a kind that are likely to cause justified offence to other members of the strata community; or
 - (b) allow refuse to accumulate so as to cause justified offence to others.
8. A person bound by these articles must not, without the consent of the strata corporation, display any sign, advertisement, placard, banner or any other conspicuous material of a similar nature –
 - (a) on part of his or her unit so as to be visible from outside the building; or
 - (b) on any part of the common property
9. The occupier of a unit may, without the consent of the strata corporation, paint, cover or in any other way decorate the inside of any building forming part of the unit, and may, provided that unreasonable damage is not caused to any common property, fix locks, catches, screens, hooks and other similar items to that building.
10. The occupier of a unit used for residential purposes must not, without the consent of the strata corporation, use or store on the unit or on the common property any explosive or other dangerous substance.
11. A person bound by these articles –
 - (a) must maintain within the unit, or on a part of the common property set apart for the purpose by the strata corporation, a receptacle for garbage adequately covered;
 - (b) must comply with all council by-laws relating to the disposal of garbage.
12. A unit holder must immediately notify the strata corporation of –
 - (a) any change in the ownership of the unit, or any change in the address of an owner;
 - (b) any change in the occupancy of the unit.



Certificate of Insurance

ABN 29 008 096 277

Donna Nowicki
Strata Corporation 809 Inc
Whittles Strata Management
P.O. Box 309
KENT TOWN SA 5071

Date: 13.11.2025
Invoice No: I4890941

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

Class Strata/Community Corporation -
Insurer Strata Community Insurance Agencies Pty Ltd
12 Tucker Street
ADELAIDE SA 5000
Period 28.10.2025 to 30.09.2026
Policy No. POL11164144

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

Strata Corporation 809 Inc
 Strata/Community Corporation -

STRATA/COMMUNITY CORPORATION - DOMESTIC

INSURED:

Strata Corporation No. 809

SITUATION:

5 Hall Street, Fullarton, SA, 5063

SECTION 1:	PART A	1. Building	\$	1,500,000
		Common Area Contents	\$	5,000
		2. Terrorism Cover under Section 1		
		Part A2		Applies
	PART B	Loss of Rent/Temporary Accommodation	\$	225,000
	OPTIONAL COVERS	1. Flood		Included
		2. Floating Floors		Included
SECTION 2:	Legal Liability		\$	20,000,000
SECTION 3:	Voluntary Workers			Included
SECTION 5:	Fidelity Guarantee		\$	100,000
SECTION 6:	Office Bearers Liability		\$	250,000
SECTION 7:	Machinery Breakdown			Not Included
SECTION 8:	Catastrophe			Not Included
SECTION 9:	PART A	Government Audit Costs	\$	25,000
		- Professional Fees		
	PART B	Appeal Expenses	\$	100,000
	PART C	Legal Defence Expenses	\$	50,000
SECTION 10:	Lot Owners Fixtures & Improvements		\$	300,000
SECTION 11:	Loss of Lot Market Value			Not Included

EXCESS

You must pay or contribute the amount of any Excess and/or Contribution as specified below or in accordance with the relevant Section of the Policy wording for each claim. 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.

Section 1 - \$ 500 Insured Property

Section 9 - \$ 1,000 Legal Defence Expenses and 10% Contribution

Please refer to the Product Disclosure Statement for Policy Limitations

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277
176 Fullarton Road
DULWICH
S.A. 5065

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

COVERAGE SUMMARY

Strata Corporation 809 Inc
Strata/Community Corporation -

MAJOR EXCLUSIONS :Terrorism
Others As Per Policy



**STRATA
COMMUNITY
INSURANCE**

STRATA INSURANCE PDS & POLICY WORDING



CONFIDENCE FOR YOUR COMMUNITY

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PRODUCT DISCLOSURE STATEMENT

 **CONFIDENCE FOR YOUR COMMUNITY**

PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement (PDS) operates as a PDS under the *Corporations Act 2001* (Cth).

The information in this PDS is of a general nature only and has not considered Your objectives, financial situation or needs. The PDS sets out the standard terms, conditions limits and exclusions of the cover. Therefore, it is important that You read it carefully and in conjunction with the other documents that form part of the Policy, such as the Schedule, to ensure You have the cover that is right for You.

In this PDS some words that begin with a capital letter have a special meaning and their meaning is defined in General definitions commencing on page 20.

Insurer

The Policy is insured by Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708, of 10 Carrington Street, Sydney NSW 2000.

The preparation date of the PDS is 1 April 2026.

Authority to act for Us

Strata Community Insurance Agencies Pty Ltd ABN 72 165 914 009 (Strata Community Insurance) have been given a binding authority by Us to market, underwrite, settle claims and administer this Policy on Our behalf.

Any matters or enquiries You may have should be directed to Strata Community Insurance in Your State. The contact details are shown on the back cover of this document.

Under the terms of this binding authority Strata Community Insurance act as Our agent, and not Yours.

About Strata Community Insurance Agencies Pty Ltd

Strata Community Insurance is an insurance intermediary and holds an Australian Financial Service licence (AFS Licence No. 457787) to issue and advise on general insurance products and provide claims handling and settling services. Their founders created Australia's first strata insurance policy in 1978, and that legacy has since grown beyond Australia to five other countries, building a depth of experience unmatched in strata insurance. Such experience ensures that their products are innovative and provide comprehensive cover for Your insurable assets and liabilities.

General information

The Claims made notice set out below is provided for Your general information only. It does not form part of the insurance contract with You and is not part of the Policy.

Nothing contained in the claims made notice imposes contractual obligations on You, or creates contractual rights. These are contained in the Policy and any Endorsement.

Claims made notice

Section 6 of the Policy operates on a 'claims made and notified' basis. This means that subject to the provisions of **Section 6**, where You give notice in writing to Us of any facts that might give rise to a claim against You as soon as reasonably practicable after You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the *Insurance Contracts Act 1984* (Cth) to be indemnified in respect of any claim subsequently made against You arising from those facts notwithstanding that the claim is made after the expiry of the Period of Insurance.

Any such rights arise under the legislation only, in that the terms of the Policy and the effect of the Section, subject to the continuous cover Special conditions, is that You are not covered for claims made against You after the expiry of the Period of Insurance.

WHAT YOU SHOULD READ

This Product Disclosure Statement (PDS) is an important document to help You understand this insurance, and Your rights and obligations under it. Please read it carefully before making a decision to purchase this Policy to ensure it provides the cover You need.

You should also carefully read:

- The Policy wording that commences on page 13. It tells You about:
 - what makes up the insurance (i.e. Your contract with Us which We call a Policy);
 - important definitions that set out what We mean by certain words;
 - the cover We can provide under Sections 1 to 11;
 - what Excesses You may have to pay (see 'Payment of Excess' below);
 - when You are not insured (see General exclusions and other exclusions under Sections 1 to 11);
 - what You and We need to do in relation to claims (see "Claims procedures" in the Policy Wording and "Claims – basis of settlement" in Sections 1, 7, 8 and 10);
 - Your and Our cancellation rights (see "Cancelling Your Policy" in the Policy Wording).
- the relevant proposal form You, if so requested, needed to complete to apply for cover;
- any Schedule (see definition under General definitions in the Policy wording) when it is issued to You; and
- any other documents (for example Supplementary PDSs or Endorsements) We may give You at or prior to Your entry into the Policy or when required or permitted by law that vary Our standard terms of cover set out in this document.

Summary of cover, significant benefits and risks

This Policy includes 11 separate Sections which allow You to select covers, and within each Section there are options which You can also select, subject to Strata Community Insurance agreeing to provide those covers.

The following is a summary only and as such does not form part of the terms of Your insurance. The examples detailed herein are some of the benefits and risks but You do need to read the Policy Wording which details the terms, conditions and exclusions of this insurance to make sure it matches Your expectations.

What You are covered for / not covered for

The following is a summary of what You are covered for under the Policy only. For the full terms, conditions, limits and exclusions You need to read and consider this PDS, any Supplementary PDS, the Schedule and any other document We tell You forms part of the Policy.

Section 1 – Insured Property

Section 1 covers Loss or Damage to Your Insured Property (Building and Common Area Contents) which occurs during the Period of Insurance and includes additional covers up to specified limits, for example:

Under Part A:

- Storm damage to gates and fences.
- Tsunami damage to Your Insured Property.
- architects and professional fees, removal of debris.
- up to \$500,000 for building alterations, additions or renovations.
- up to \$10,000 for arson, theft, vandalism or malicious damage conviction.
- Fusion of electric motors up to \$5,000.
- up to \$100,000 for rewriting or reconstructing Your records.

Under Part B:

- the cost of Temporary Accommodation (Lots occupied by a Lot Owner) and loss of Rent (Common Area and Lots leased to a Tenant);

Under Part C:

- up to \$2,500 a Lot for emergency accommodation incurred by Lot Owners and/or Tenants if their Lot becomes unfit for its intended purpose by an insured Event.
- up to \$2,000 a Lot for Lot Owners' contributions, levies, maintenance and other fees if their Lot becomes unfit to be occupied for its intended purpose by an insured Event.
- up to \$1,000 a Lot for the cost of boarding pets following insured damage.

► Some examples of the Events that We do not cover include:

- Loss or Damage caused by Flood unless You take Optional Cover.
- Loss or Damage caused by the sea, high water or tidal wave other than if caused by a Tsunami.
- Loss or Damage caused by the invasion of tree or plant roots or the cost of cleaning pipes or drains they block.
- Loss or Damage to Your Building directly resulting from alterations, additions or renovations where the value of such work exceeds \$250,000 unless We have otherwise agreed before the commencement of such work.

Section 2 – Liability to others

Section 2 covers Your legal liability to others for death, bodily injury, or Loss or Damage to property, that happens during the Period of Insurance.

Section 3 – Voluntary Workers

Section 3 provides benefits that are payable to a Voluntary Worker who sustains bodily injury while engaged in voluntary work or duties for Your Strata Community. These benefits include:

- \$300,000 for accidental death, or loss of the use of two hands, two feet or two eyes.
- \$150,000 for loss of the use of one hand, one foot or one eye.
- up to \$2,000 a week for lost income if totally disabled from engaging in his/her usual employment or business.
- up to \$1,000 a week for lost income if partially disabled from engaging in his/her usual employment or business.
- up to \$500 a week for domestic assistance if totally disabled from engaging in his/her usual employment or business or usual household duties.

► Some Events We do not cover include:

- weekly benefits to Voluntary Workers not in receipt of wages, salaries or other remuneration from their own personal exertion;
- weekly benefits in excess of 104 weeks for lost income or 10 weeks for domestic assistance;
- a Voluntary Worker under the age of 12 years;
- intentional self-injury or suicide or any attempt thereat.

Section 4 – Workers compensation

Section 4 covers Your legal liability to employees under workers compensation legislation if Your Insured Property is situated in Tasmania, Australian Capital Territory, Northern Territory or Western Australia.

No workers compensation is provided in Queensland, New South Wales, South Australia or Victoria.

Section 5 – Fidelity guarantee

Section 5 provides cover against the fraudulent misappropriation of Your Funds.

Section 6 – Office Bearer's liability

Section 6 covers the legal liability of Strata Community office holders and committee members for any wrongful act they commit. This Section is issued on a claims made basis which means it responds to claims first made against You during the Period of Insurance and notified to Us during that same period.

Section 7 – Machinery breakdown

Section 7 provides cover against the breakdown of electrical, electronic and mechanical plant.

Section 8 – Catastrophe insurance

Section 8 covers the unforeseen increase in the Replacement cost of Your Insured Property following the happening of a catastrophe from an Event for which the Insurance Council of Australia issues a catastrophe code.

Other benefits include:

- extended period of cover for loss of Rent.
- extended period of cover and escalation in the cost of Temporary Accommodation.
- removal and storage of Your undamaged Insured Property.
- cost of evacuation for resident Lot Owners.

► We do not cover Loss or Damage from any Event which is not claimable under **Section 1**.

Section 9 – Government audit costs and legal expenses

Section 9 provides cover for:

Part A – the cost of professional fees if You are audited by the Australian Tax Office or another government organisation.

Part B – the cost of appealing against common property health and safety breaches.

Part C – the cost of defending specific litigation brought against You. A special Excess and contribution payment applies to **Part C**.

Section 10 – Lot Owners' fixtures and improvements

Lot Owners occasionally replace existing or install additional fixtures and fittings in their Lot without Your Strata Community knowledge.

When this occurs the cost of these improvements may not be included when arriving at the building replacement cost, thus increasing the possibility of under-insurance in the event of a major loss.

This **Section 10** covers the Replacement cost of such installations following Loss or Damage covered under **Section 1**. There is a limit to the amount We pay (up to 10% of the Sum Insured) and the cover is also subject to the terms, conditions and exclusions of **Section 1** and the General exclusions.

Section 11 – Loss of Lot market value

Section 11 covers the reduction in the market value of a Lot or Lots following a total loss or Constructive Total Loss, or partial loss of Your Insured Property when permission to rebuild is limited or restricted by any public or statutory authority that results in all or some Lot Titles being terminated.

Please read the appropriate Sections in the Policy wording for full details of the terms, conditions, exclusions and limits that apply to all sections and how We settle claims.

Other important information

Some other important things to remember are:

- Keep records such as receipts, invoices or other reasonable evidence of ownership and value of property that You insure as proof of ownership and value should You have to make a claim.
- When Your Insured Property is a total loss and We have paid out the total Sum Insured, the cover under **Section 1** ceases. If You rebuild or replace Your Insured Property, You will need to take out new cover and pay the applicable Premium.

- Pay Your Premium on time because if it is not paid by the due date or Your payment is dishonoured, Your Policy may be cancelled in accordance with the process set out in the "Cancelling Your Policy" section. Strata Community Insurance will give You written notice of cancellation.
- Throughout the Period of Insurance and when renewing Your insurance with Us You must advise if circumstances relevant to Your Policy have changed where You know, or ought reasonably to have known, that the change is relevant to Our decision to insure You and the terms on which We will insure You. You must advise Us of:
 - all changes in occupancy relating to Your Insured Property and other property insured under the Policy;
 - any change in information or details You have given Us in relation to You, or Your Insured Property and other property insured under the Policy; and
 - any change that increases the risk of Loss or Damage, or the likelihood of personal injury or liability losses in connection with Your Insured Property or other property insured under the Policy.
- Strata Community Insurance will notify You in writing of any proposed effect a change may have on Your existing insurance or its renewal. We may cancel Your Policy if there is a change and We can't reach an agreement with You on altered terms and conditions or Premium, or We are no longer prepared to insure You because there has been a material change to the risk.

Further We may also cancel Your Policy as permitted by law or refuse to pay or reduce the amount We pay under a claim to the extent We are prejudiced by Your non-compliance if You:

- do not comply with the cover conditions as detailed in the Policy Wording;
- do not comply with Your duty to take reasonable care not to make a misrepresentation; or make a fraudulent claim.

Monetary limits on cover

We can insure You up to the amount of the Sum Insured or other specified limits for Your Insured Property. These amounts are specified in the relevant clauses in the Policy wording or on the Schedule.

Covers for Liability to others, Office Bearers Liability, Machinery breakdown and Government audit costs and legal expenses insure You up to a set Sum Insured that is shown on the Schedule.

Review Your sums insured regularly

You need to make sure You are happy with the relevant sum(s) insured and limits.

If You do not adequately insure yourself You may have to bear the uninsured proportion of any loss yourself.

For example, if You don't have a sufficient Sum Insured to replace Your Insured Property at new cost You will bear the shortfall. The cost of demolition and removal of debris from the site, and other costs such as the cost of employing an architect or surveyor, the replacement of other structures such as driveways, roadways, kerbing, above and below ground services should all be included in the Sum Insured. If You are unsure whether Your Insured Property is insured for the correct amount, You should seek professional advice.

You should also advise Strata Community Insurance of any changes in the details of the information You have given Us such as alterations or extensions to Your Insured Property. If You do not do so Your insurance may not be sufficient.

Payment of Excess

An Excess may apply to any claim under this insurance.

An Excess is an amount You may have to pay towards each claim You make under this insurance Policy. The Excess that is applicable is shown on the Schedule, and/or within the relevant Section or Part. If We settle Your claim by cash settlement We will deduct the Excess from the amount We pay You. In other circumstances, You may need to pay the Excess applicable to Your claim.

An Excess will be applied for each claim arising out of any one Event or Occurrence.

We will tell You the amount of any Excess when You apply for cover and they may vary according to a number of factors, such as Your risk location and Your insurance history.

Goods and Services Tax (GST) Notice

The Policy wording part has provisions relating to GST that You should read in full (see Goods and Services Tax on page 17). In summary, they are as follows:

- the amount of Premium payable by You for this Policy includes an amount on account of the GST on the Premium (including any administration fee charged by Strata Community Insurance).
- the Sum Insured and other limits of insurance cover shown on Your Policy documentation are GST inclusive.
- when We pay a claim, Your GST status will determine the maximum amount We pay You.
- there may be other taxation implications affecting You, depending upon Your own circumstances. We recommend that You seek professional advice.

Applying for cover

When You apply for cover under this Policy We may, based on the information You provide, be able to offer cover and terms specific to You. Once We have agreed to cover You We will issue You with a Schedule confirming this, including the following information:

- the Sum Insured and Situation of Your Insured Property;
- Excess and Contribution applicable;
- Premium including taxes and charges and any administration fee charged by Strata Community Insurance.

The cost of this insurance

In order to calculate Your Premium, We take various factors into consideration, including:

- the cover required and sum(s) insured;
- the address of Your Insured Property;
- Your insurance history;
- the security features of Your Insured Property.

The Premium also includes amounts payable in respect of compulsory government charges including Stamp Duty, GST, any Fire Service Levy (where applicable) and Strata Community Insurance's administration fee (see their Financial Services Guide for details).

The occupancy of Your building and the percentage of commercial floor space and residential floor space will affect premium, taxes, duties and levies applicable as well as any administration fees charged by Strata Community Insurance.

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

Cooling off period

A 21-day cooling off period applies to this insurance. So, if You decide You don't want this Policy, You can cancel it up to 21 days from:

- the date We issue a new Policy to You, or
- the start date of a renewed Policy.

We'll refund Your premium in full, as long as You:

- haven't made a claim, or
- don't need to make a claim.

We may deduct government taxes or duties from Your refund.

Your Duty to take reasonable care not to make a misrepresentation

You must take reasonable care not to make a misrepresentation to Us (Duty). This responsibility applies until We issue You with a Policy for the first time or agree to renew, extend, vary/change, or reinstate Your Policy.

You must answer Our questions honestly, accurately and to the best of Your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if You do not answer a question or if Your answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the Policy. If You are answering questions on behalf of anyone, We will treat Your answers or representations as theirs.

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether You are represented by a broker, Your particular characteristics and circumstances We are aware of.

If You do not meet the above Duty, We may reject or not fully pay Your claim and/or cancel Your Policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and We may treat Your Policy as if it never existed.

If Our information or questions are unclear, You can contact Strata Community Insurance using the details on the back cover of this document.

The General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code.

You can obtain more information on the Code of Practice and how it assists You by contacting Strata Community Insurance. Contact details are provided on the back cover of this PDS.

For more information on the Code Governance Committee (CGC) go to <https://insurancecode.org.au/>

How to make a claim

You should contact Strata Community Insurance as soon as reasonably possible to advise of any incident that could lead to a claim. If You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay.

Having the required documentation and if possible photographs of the items will assist in having Your claim assessed and settled.

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

When You make a claim You must:

- provide details of the incident and when requested complete the claim form We send You;
- allow Us or Strata Community Insurance to inspect Your Insured Property at reasonable times and frequency and take possession of any damaged item for reasonable purposes and in any reasonable manner;
- take all reasonable steps to reduce the Loss or Damage and prevent further Loss or Damage;
- inform the Police as soon as reasonably possible following theft, vandalism, malicious damage or misappropriation of money or property;
- take reasonable steps to keep any damaged items. To ensure You are covered, please contact Us or Strata Community Insurance for approval before any disposal; and
- not get repairs done, except for essential temporary repairs necessary to reduce, or prevent further, Loss or Damage, until We or Strata Community Insurance give You authority and subject to Our and Strata Community Insurance's right to choose the repairer or supplier. Please contact Us to confirm approval for these costs.

These are only some of the things that You must do if making a claim. Please refer to "Claims procedures" in the Policy wording part which sets out claims information and what You must do if making a claim.

Complaints

If You are dissatisfied with Our service in any way, please contact Us and We will attempt to resolve the matter in accordance with Our internal dispute resolution procedures.

If We do not make a decision within the period that We tell You We will respond, We will tell You about Your right to lodge a complaint with an external dispute resolution scheme.

If You are not happy with Our response, You can refer Your complaint to AFCA subject to its terms of reference. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms.

AFCA's contact details are:

The Australian Financial Complaints Authority

Online: www.afca.org.au

Phone: 1800 931 678

Email: info@afca.org.au

Mail: GPO Box 3 Melbourne VIC 3001

For more information on how We handle complaints You can request a copy of Our procedures, using Our contact details on the back cover.

Privacy Notice

Both We and Strata Community Insurance give priority to protecting the privacy of Your personal information. We do this by handling personal information in a responsible manner and in accordance with the *Privacy Act 1988* (Cth).

Further information is available in Our Privacy Policy available at <https://www.allianz.com.au/> and the Strata Community Insurance Privacy Policy available at <https://stratacommunityinsure.com.au/>

How We Collect Your Personal Information

We and Strata Community Insurance usually collect Your personal information from You or Your agents. We may also collect it from Our or Strata Community Insurance's agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assisting in investigating or processing claims, including third parties claiming under Your Policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that You are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

Why We Collect Your Personal Information

We and Strata Community Insurance collect Your personal information to enable the provision of products and services, including to process and settle claims; make offers of products and services provided by Us or Strata Community Insurance, related companies, brokers,

intermediaries, business partners and others that We or Strata Community Insurance have an association with that may interest You; and conduct market or customer research to determine those products or services that may suit You. You can choose not to receive such product or service offerings by:

- calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to Our website's Privacy section at www.allianz.com.au/; or
- with respect to Strata Community Insurance, contacting them using the details on the back cover of this document.

If You do not provide Your personal information We require, We and Strata Community Insurance may not be able to provide You with Our services, including settlement of claims.

Who We Disclose Your Personal Information To

We and Strata Community Insurance may disclose Your personal information to others with whom We or Strata Community Insurance have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to You. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, Our advisers, persons involved in claims, external claims data collectors and verifiers. Disclosure may also be made to parties listed as co-insured on Your Policy, government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

Disclosure Overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We and Strata Community Insurance regularly review the security of systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

Access to Your Personal Information and Complaints

You may ask for access to the personal information both We and Strata Community Insurance hold about You and seek correction by:

- calling Us on 1300 360 529 EST 8am-6pm, Monday to Friday; or
- with respect to Strata Community Insurance, contacting them using the details on the back cover of this document.

Our and Strata Community Insurance's Privacy Policies contain details about how You may make a complaint about a breach of the privacy principles contained in the *Privacy Act 1988* (Cth) and how We deal with complaints.

Our Privacy Policy is available at allianz.com.au.

Telephone Call Recording

We and Strata Community Insurance may record incoming and/or outgoing telephone calls for training or verification purposes. Where Your telephone call is recorded, You can be provided with a copy at Your request, where it is reasonable to do so.

Your consent

By providing Us and/or Strata Community Insurance with personal information You and any other person You provide personal information for, consent to these uses and disclosures until You tell Us or Strata Community Insurance otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us, Strata Community Insurance or persons We and/or they have an association with, please contact Us and/or Strata Community Insurance.

Updating Our Product Disclosure Statement

Information in the PDS may need to be updated from time to time. Strata Community Insurance will provide You with a new PDS, Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not correcting a misleading or deceptive statement or omission, or is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, Strata Community Insurance may provide You with notice of this information in other forms or keep an internal record of such changes. A copy of any updated information is available to You at no cost by calling Strata Community Insurance.

Other documents may form part of the PDS, for example Schedules, Supplementary PDSs and/or Endorsements, and if they do We will tell You before You enter into this Policy and in the relevant document. We may also issue other documents forming part of Our PDS and the Policy where required or permitted by law.

Financial Claims Scheme

This Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insured's and claimants in the event of an insurer becoming insolvent and being unable to meet their obligations under a contract of insurance. In the unlikely event of Us becoming insolvent, a person entitled to claim under the Policy may be entitled to payment under the FCS provided they meet the eligibility criteria.

More information about the FCS may be obtained from the APRA website at apra.gov.au and the APRA hotline on 1300 55 88 49.

Terrorism and Cyclone Insurance Act

We have determined that the Policy (or part of it) is a Policy to which the *Terrorism and Cyclone Insurance Act 2003* (Cth) applies. We may elect to reinsure part or all of Our liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation (ARPC). As a consequence, We may be required to pay a premium to ARPC and that amount (together with the cost of that part of the cover provided by Us and administrative costs associated with the legislation) is reflected in the Premium charged to You. As with any other part of the Premium, it is subject to government taxes and charges such as GST, Stamp Duty and where applicable, Fire Service Levy.

For further information contact Strata Community Insurance, Allianz or Your intermediary.

Further information and confirmation of transactions

If You require further information about this insurance or wish to confirm a transaction, including a claim, please contact Us. Alternatively, if You wish to automatically receive the confirmation of the transaction after it occurs e.g. at the conclusion or settlement of the claim, please contact Us.

STRATA INSURANCE POLICY WORDING

IMPORTANT INFORMATION

It is very important that You read the Policy carefully and make sure You are satisfied with this insurance.

What makes up this Policy

The PDS, this Policy wording, the Schedule, any Endorsements and any other documents that We tell You form part of the Policy such as any Supplementary Product Disclosure Statement (SPDS):

- must be read together as they form Your insurance contract;
- set out what You are insured for and those circumstances where You will not be insured.

Some words and expressions have been given a specific meaning in this Policy and You will find their meaning in the General definitions and individual Section Special definitions.

Policy Classification for premium and charges

We will classify Your risk based on characteristics such as the percentage of floorspace which is used for residential and commercial purposes. This classification will determine the premium, taxes, duties and levies applicable, as well as any administration fees charged by Strata Community Insurance. Any differences in cover based on this classification, where applicable, are detailed in this Policy.

Payment of Premium

Provided We receive the Premium, We will insure You as set out in this PDS and the Schedule.

You may elect to pay Your Premium annually one payment or by instalments.

Payment by Instalment

When You elect to pay Your Premium by instalments by way of a direct debit from Your credit card or financial institution these payments will be deducted on the date or frequency nominated. You must tell Us, as soon as reasonably practicable, but before Your next instalment is due, if these details change.

If Your credit card provider or financial institution dishonours a direct debit payment due to lack of funds in Your account, or any other reason. We may charge You for any direct and indirect costs that We incur arising from Your payment being dishonoured.

You must ensure that Your instalments are paid on time. We will notify You if an instalment has not been paid and We will try to deduct the overdue amount along with Your next regular payment on the next instalment due date. If the next attempt to deduct the outstanding amount fails, We will cancel Your Policy for non-payment. We will send You a notice advising You of cancellation, and cancellation will be effective 14 days from the date of this notice. So it's important that You pay Your instalments on time. If You can't, You should get in touch with Us before the instalment is due.

Adjustments on renewal

Notice

At least 14 days before Your Policy expires, We will tell You if We will renew Your Policy or provide notice confirming whether We are prepared to negotiate to renew or extend Your cover. In certain circumstances We will send You a request for additional information in order to consider any changes to Your Sums Insured, Premium and charges, or if We want to make changes to the terms, conditions and Excesses that previously applied.

You should carefully check all these details and promptly advise Strata Community Insurance if You wish to vary any of the limits.

Indexation

On renewal We will increase Your Sums Insured under **Section 1 Parts A and B** and **Section 8** by reference to market indices for building construction increases.

The renewal Schedule We send You will show Your updated Sums Insured and the Premium applicable to Your new Policy. You should promptly advise Strata Community Insurance if You wish to vary these updated Sums Insured.

Indexation does not apply to any other policy limit contained in **Sections 1 and 8**.

Whether or not indexation applies, You should check Your Sums Insured on each renewal to ensure that the level of cover remains right for You.

Instalment payments

If paying by instalments, and We agree to renew Your Policy, We will automatically continue Your cover on the terms contained in the renewal offer We send You unless You tell Us not to. We will, unless You advise Us to the contrary, continue to deduct Your instalment payments during the next Period of Insurance.

If a claim occurs in the previous Period of Insurance and You do not notify Us until after the Premium and other conditions for the next Period of Insurance are determined We may propose an additional Premium in order to maintain cover. We may cancel Your Policy if there is a change and We can't reach an agreement with You on altered terms and conditions or Premium, or We are no longer prepared to insure You because there has been a material change to the risk. This condition does not affect any other rights that We have, including the rights We have under Your duty to take reasonable care not to make a misrepresentation.

Information You must tell Us

You are asked at the time You take out this insurance to tell Us about any information that might affect Our decision to insure You or the terms We offer, concerning any:

- application for or renewal of any insurance cover that was declined, cancelled or refused, or where any non-standard excess was imposed in the last 5 years;
- claim refused by an insurer;
- claim made by Your Strata Community;
- known defect;
- change to commercial occupancies;
- non-compliant building materials;

in relation to You because any of these may affect the Premium and extent of insurance. If You are not sure about the answers or the accuracy or completeness of the information, You should take the time to find out before providing a response.

As well as Your obligations under the duty to take reasonable care not to make a misrepresentation when You enter into the policy with Us, You must tell Us as soon as reasonably possible if, during the Period of Insurance, there are any changes to information You have provided Us. We will notify You in writing of the effect a change may have on Your renewal.

When We receive this information, We may:

- propose changes to the terms and conditions of Your Policy;
- propose to charge You a higher Premium;
- cancel Your Policy if there is a change and We can't reach an agreement with You on altered terms and conditions or Premium; or
- if We are no longer prepared to insure You because there has been a material change to the risk, decide not to offer to renew Your Policy.

Claims procedures

1. What You must do

As soon as reasonably possible after You discover that something has happened that is likely to result in a claim, You must:

- (a) notify Us.
- (b) take all reasonable steps to reduce Loss or Damage and to prevent any further Loss or Damage.
- (c) inform the Police as soon as reasonably possible following theft, vandalism, malicious or intentional damage, or misappropriation of money or property.

2. What You should not do

Whatever the circumstances You should not:

- (a) admit guilt or fault (except in court or to the Police);
- (b) admit or deny liability if an incident occurs which is likely to result in someone claiming against You for something We insure;
- (c) offer or negotiate to pay a claim;
- (d) dispose of any damaged items without taking reasonable steps to keep the items or first seeking Our approval. To ensure You are covered, please contact Us before any disposal.

If You do make an admission, denial or offer or if You negotiate to pay a claim or dispose of damaged items, We may reduce or refuse Your claim to the extent We are prejudiced.

3. How to make a claim

When You make a claim, You must:

- (a) as soon as reasonably possible, inform Strata Community Insurance by telephone, in writing or in person. If Your notification is late and results in higher costs for Us or harms Our investigation opportunities Our liability may be reduced to the extent We are prejudiced;
- (b) provide details of what has occurred and when requested complete and return Our claim form as soon as reasonably possible together with reasonable proof to support Your claim. Examples of proof include any letters, documents, valuations, receipts or evidence of ownership that You have been reasonably asked to provide;
- (c) comply with reasonable requests to provide written statements under oath if We require it;
- (d) comply with reasonable requests to be interviewed about the circumstances of the claim, if We require this;
- (e) allow Us to inspect Your Insured Property at reasonable times and frequencies and take possession of any damaged item to deal with it for reasonable purposes and in a reasonable way;
- (f) provide Us as soon as reasonably possible with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the Event.

4. Approval needed for repairs

You should not commence repairs without Our approval except for reasonable emergency repair costs permitted under Benefit 1) h) of **Part A** of **Section 1**. Please contact Us to confirm approval for these costs.

5. Repairs or Replacement

We have the right to nominate the repairer or supplier to be used (acting reasonably). If after We have assessed Your claim, You are required to enter into a contract with a third party to replace or reinstate Loss or Damage to Insured Property that We have agreed to pay You will enter into that agreement with the third party as Our agent unless We otherwise advise in writing.

6. You must assist Us

You must:

- (a) comply with all the requirements of this Policy. We may reduce or refuse Your claim to the extent We are prejudiced by Your non-compliance;
- (b) give Us information and assistance which We reasonably require in relation to the claim and any proceedings; and
- (c) allow Us access to any and all documents that We reasonably require to ascertain the maintenance history of the Building.

7. False or misleading information

We may deny part or all of Your claim if You are not truthful and frank in any statement You make in connection with a claim or if a claim is fraudulent or false in any respect.

We may also report any suspected fraudulent act to the Police for further investigation.

8. Claim administration and legal proceedings

When a claim is admitted under this Policy, We have the right at Our discretion to exercise all Your legal rights relating to the claim and to do so in Your name.

We will take full control of the administration, conduct or settlement of the claim including any recovery or defence that We may consider is necessary.

We will act reasonably having regard to Your interests and will keep You informed if You ask Us to.

9. Salvage value

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

At Our discretion (and if safe to do so), You may reclaim the item if You agree to pay the salvage price.

10. Contribution

Where a claim covered under this Policy is also insured elsewhere, We may exercise Our right to seek contribution from the other insurer or insurers.

Acts or omissions of Your Strata Community Manager

We will not deny liability for a claim, or reduce the amount of a claim, if Our right of denial or reduction is solely caused by an act, error or omission of Your Strata Community Manager while acting on Your behalf and You have not directly authorised the act, error or omission.

Cancelling Your Policy

When You can cancel this Policy

You may cancel this Policy at any time by giving Us notice using the details set out on the back cover.

When We can cancel this Policy

We have the right to cancel this Policy in certain circumstances, including where:

- You failed to comply with Your duty to take reasonable care not to make a misrepresentation,
- You have failed to comply with a provision of Your Policy, including a term relating to payment of Premium,
- You have made a fraudulent claim under Your Policy or under some other contract of insurance that provides cover during the same period of time that the Policy covers You, or
- where We are otherwise permitted to do so by law.

If You pay Your premium by instalments and an instalment becomes overdue, We will cancel in accordance with the process set out in 'Payment by Instalment', see page 14.

If You pay annually and You have not paid Your Premium or We cancel the Policy for any other reason, We'll give You at least 3 business days' notice in writing before the cancellation date, either:

- in person to You or Your agent
- electronically to the email address You've given Us where You have agreed to receive notices electronically
- by post to the address You've given us.

Cancellation costs

If Your Policy is cancelled, We may deduct a pro rata proportion of the Premium for time on risk, plus all or part of any government taxes, levies or duties.

Where We have paid the total Sum Insured on a claim under any Section, that Section of Your Policy with Us is deemed to have been fulfilled and there is no refund of any Premium.

Goods and Services Tax (GST) Notice

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

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

When You are:

1. not registered for GST:
 - We will pay up to the Sum Insured, limit of indemnity or other Policy limit including GST.
2. registered for GST:
 - (a) and We have arranged services directly with the service provider, We will pay up to the relevant Sum Insured or other Policy limit including GST
 - (b) when We settle direct with You, We will pay up to the Sum Insured, limit of indemnity or other Policy limit and where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim We will pay for the GST amount but We will reduce the GST amount We pay by the amount of any Input Tax Credits to which You are or would be entitled.

You must advise Us of Your correct Australian Business Number and Input Tax Credit Entitlement. Any GST liability arising from Your incorrect advice is payable by You.

Where the settlement of Your claim is less than the Sum Insured or the other limits of insurance cover, We will only pay an amount for GST (less Your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover Your loss, We will only pay the GST relating to Our settlement of the claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and related legislation as amended from time to time.

Input Tax Credit Entitlement is Your entitlement to an Input Tax Credit on Your Premium as a percentage of the total GST on that Premium.

General conditions – which apply to all Sections unless otherwise stated

1. Alteration of risk

You must advise Us as soon as reasonably possible of any changes in the details of the information You have given Us that You know or ought reasonably to have known is relevant to Our decision to insure You and the terms on which We will insure You, or if the nature of the occupation or other circumstances affecting Your Insured Property are changed in such a way as to increase the risk of Loss or Damage or the likelihood of liability losses.

You must advise Us:

- where Your Insured Property is undergoing alteration or construction;
- any known defects You are aware of or should reasonably be aware of associated with Your Insured Property;
- all changes in occupancy relating to Your Insured Property;
- non-compliant building materials;
- any known Illegal or Non-Compliant Installations.

If You do not do so We may not be liable for any Loss or Damage or liability caused or contributed to by any such change or alteration to the extent that We are prejudiced by Your omission to tell Us.

2. Excess

You must pay or contribute the amount of any Excess shown in this Policy or on the Schedule in accordance with the relevant Section. If We settle Your claim by cash settlement We will deduct the Excess from the amount We pay You. In other circumstances, You may need to pay the Excess as a contribution to Your claim.

Any Excess applying to Loss or Damage caused by an earthquake, Tsunami or seismological disturbance that occurs during any one period of seventy-two (72) consecutive hours will be considered as one Event and not within the period of any previous Event.

Should more than one Excess be payable for any claim under this Policy arising from the one Event, such Excesses will not be aggregated and the highest single level of Excess only will apply.

3. Joint insureds, interested parties

- (a) When more than one party is named on the Schedule as an insured We will treat each as a separate and distinct party. The words You, Your, Yours will apply to each party in the same manner as if a separate Policy had been issued to each party;

- (b) When any other party or entity has a legal insurable interest in Your Insured Property duly notated in Your records We will treat each party or entity as a third party beneficiary without notification or specification provided such interest is fully disclosed to Us in the event of Loss or Damage; provided that as regards both a) and b) Our liability for any Sum Insured or other Policy limit for any one Event is not thereby increased.

Any act, breach or non-compliance with the terms and conditions of this Policy committed by any one such party or third-party beneficiary:

- (a) shall not be prejudicial to the rights and entitlements of the other insured party(ies) or third-party beneficiaries; provided that
- (b) the other insured party(ies) or third-party beneficiaries upon becoming aware of any such act, breach or non-compliance which increases the risk of loss, damage or liability give Us written notice within a reasonable time.

4. Reinstatement of Sum Insured

After We have admitted liability for a claim We will automatically reinstate Your Sum Insured and/or other limits to their pre-loss amount, however, We may at Our option charge an additional Premium based on the amount of the claim and the unexpired term of the Policy.

► This condition does not apply:

- (a) when We pay a total loss or Constructive Total Loss;
- (b) when We pay the full Sum Insured;
- (c) to **Section 1**;
- (i) **Part A** benefits 7), 20), 22) and 24)
- (ii) **Part B** benefit 4),
- (d) to **Sections 6** and **9**.

5. Swimming Pools

If Your Insured Property includes any swimming pool at the Situation, You must take reasonable steps to ensure that it is compliant with:

- (a) all applicable laws, acts and regulations, and
- (b) the Australian Pool Safety Standard AS1926 or any other Australian Standard applicable to You.

If You do not comply with any of these conditions, We may reduce or refuse Your claim to the extent We are prejudiced and/or cancel Your Policy.

6. Commercial Cooking

It is Your responsibility to ensure that Lot Owners and Tenants carrying out any commercial cooking at any part of Your Insured Property:

- (a) have professional contractors thoroughly clean the entire internal and external area of all filters, canopies/hoods, flues and extraction ducting, including extraction motors and fans, by the removal of all greasy and oily deposits and other waste materials, in accordance with AS 1668.

- (b) install suitable fire extinguishers and/or blankets in the frying area as recommended by a professional fire safety company in accordance with AS 1841 and AS 2444.
- (c) inspect, clean, and maintain all fire protection equipment (installed to AS 2118 for sprinklers or AS 3772 for pre-engineered systems) in accordance with AS 1851.

A written record of all such formal cleaning including details of all professional contractors together with certificates of completion and invoices are to be kept readily available for review upon reasonable request.

If You do not comply with any of these conditions, We may reduce or refuse Your claim to the extent We are prejudiced and/or cancel Your Policy.

7. Electric Vehicle Charging

It is Your responsibility to ensure You and all Lot Owners, where there is installed electric vehicle charging equipment occupying any part of Your Insured Property:

- (a) approve and implement suitable electric vehicle by-laws for installation and use on Common Area in accordance with the applicable strata scheme legislation for Your Insured Property
- (b) ensure installation in Common Area and within any Lots is completed by qualified and licensed professionals for installation, maintenance and storage of all electrical charging equipment and wiring in accordance with AS/NZS 3000A
- (c) keep written records, that are readily available for review when requested, of all such installations, maintenance agreements and emergency plans including details of all professional contractor(s) together with certificates of completion and invoices.

If You do not comply with any of these conditions, We may reduce or refuse Your claim to the extent We are prejudiced and/or cancel Your Policy.

General exclusions – what is not insured under any Section

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

1. Act of Terrorism

to the extent permitted by law (including but not limited to as provided under the *Terrorism and Cyclone Insurance Act 2003* (Cth)):

- (a) any Act of Terrorism;
- (b) any action taken in controlling, preventing, suppressing, retaliating against or responding to an Act of Terrorism;
- (c) biological, chemical, nuclear or radioactive contamination, pollution, weapons or explosion arising from an Act of Terrorism;
- (d) non-material damages or non-physical damages of any kind arising from or in any way connected with an Act of Terrorism; or
- (e) any threat of an Act of Terrorism.

2. Cyber and Electronic Data

- (a) the total or partial damage to, loss, destruction, distortion, erasure, corruption, alteration, misinterpretation, theft or other dishonest, criminal, fraudulent or unauthorized manipulation of Electronic Data from any cause whatsoever (including, but not limited to Cyber Event and/ or a Cyber War & Terrorism Event) or loss of use, reduction in functionality, loss, cost, expense and/ or fee of whatsoever nature resulting therefrom; or
 - (b) an error in creating, amending, entering, deleting or using Electronic Data, or
 - (c) total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all,
- regardless of any other cause or event contributing concurrently or in any other sequence to the Loss or Damage.

However, in respect of Sections 1, 7, 8 and 10, but for this exclusion, in the event that any Loss or Damage results from any of the matters described in this General Exclusion 2 (except for a Cyber War & Terrorism Event) the Policy, subject to all its terms, provisions, conditions, exclusions and limitations, will cover direct Loss or Damage and/ or consequential loss arising therefrom occurring during the Period of Insurance to Insured Property.

Further, this General Exclusion 2 does not apply to costs and expenses specifically covered under benefit 24 (Cyber Response Costs) of **Section 1 Part A**, subject to all terms, provisions, conditions, exclusions and limitations applicable to that benefit.

3. Intentional damage

any deliberate or intentional damage or liability or omission caused or incurred by You or by any person acting with Your express or implied consent unless for the purpose of preventing or eliminating danger to Insured Property or persons.

4. Nuclear

Ionising radiation from, or contamination by radio-activity from:

- (a) any nuclear fuel or nuclear waste or
- (b) the combustion of nuclear fuel (including any self-sustaining process of nuclear fission), or
- (c) nuclear weapons material.

5. War

war or warlike activities including invasion, act of a foreign enemy, hostilities (whether war is declared or not), civil war, mutiny, civil commotion assuming the proportions of or amount to a popular uprising, rebellion, revolution, insurrection, military rising, use of military or usurped power, martial law or state of siege, looting, sacking or pillage following any of these, or the expropriation of property.

6. Lawful seizure

the lawful seizure, detention, confiscation, nationalisation or requisition of the Insured Property.

7. Sanctions

circumstances where any cover or benefit or any claim payment where the provision of cover or benefit or payment of claim would constitute a breach of any trade or economic sanction, embargo, prohibition or restriction imposed by any of the following: United Nations, United States of America, Australia, European Union, UK, or New Zealand, or any other applicable national trade or economic sanctions, law or regulations. This clause shall apply where such geographical location, provision of goods, services or other reasons shall contravene such sanction, embargo, prohibition or restriction.

8. Communicable Disease

any claims or costs arising out of any actual or alleged loss, liability, damage, compensation, loss of use, loss of profit, injury, sickness, disease, death, medical payment, defence cost, inquest cost, accident enquiry, cost, expense or any other amount incurred either directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease or the actual or alleged transmission of a Communicable Disease.

This exclusion does not apply to Section 4 – Workers' compensation, in respect of which cover is subject to the relevant terms, conditions, limits and exclusions provided in the applicable workers compensation policy.

General definitions – the meaning of some words

The words listed below have been given a specific meaning in this Policy and these specific meanings apply when the words begin with a capital letter.

There are other definitions that are specific to individual **Sections** and these appear in the relevant **Section**.

Act of Terrorism

means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate or put in fear 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 or use of force 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 disrupt an electronic system.

Agreed Value

means the Sum Insured shown on Your Schedule for **Section 1** at the time of Loss or Damage that results in all or some Lot Titles being terminated.

Common Area

means the area at Your Situation that is not part of any Lot or is identified as common.

Communicable Disease

means:

- (a) any disease infectious in humans forming part of the listed human diseases under, or that is the subject of a human biosecurity emergency under, the *Biosecurity Act 2015* (Cth) and any of its subsequent amendments or any similar such listing or declarations of diseases under any subsequent statute that repeals and replaces the *Biosecurity Act 2015* (Cth) in whole or part, whether or not such declaration has taken place before or after commencement of this Policy; or
- (b) Highly Pathogenic Avian Influenza in humans; or
- (c) any pandemic or epidemic, as defined and declared by the World Health Organisation.

Constructive Total Loss

means when We determine (acting reasonably) that the estimated cost of reinstating the damaged portions of Your Insured Property would exceed the cost for Replacement of Your Insured Property immediately prior to the Loss or Damage.

Cyber War & Terrorism Event

means any Act of Terrorism or Cyberterrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the Loss or Damage.

Cyber Event

means:

- (a) unauthorised access to, or unauthorised use of, Your computer systems, networks or Electronic Data;
- (b) any malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilising the computer system or network of whatsoever nature;
- (c) payment redirection fraud, phishing, social engineering or similar deceptive practices that result in the unauthorised:
 - (i) transfer of Your money; or
 - (ii) disclosure of Your confidential information or Electronic Data;
- (d) human error or malicious act by any person authorised to access Your computer systems that results in unauthorised disclosure, deletion, corruption or encryption of Your Electronic Data;

Depreciation

means the reduction in the value of the item due to Wear and Tear.

Cyber terrorism

means any premeditated politically, religiously, or ideologically (or similar objective) motivated attack or disruptive activity, or the threat thereof, by a group or individual against a computer system or network of whatsoever nature or to intimidate any person in furtherance of such objectives.

Earth Movement

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

Electronic Data

means data of any kind including, but not limited to, facts, concepts and other information in a form usable by computers or other electronic or electromagnetic data processing equipment. Electronic Data shall also include computer Software and all other coded instructions for the processing or manipulation of data on any such equipment.

Endorsement

means a written alteration to the terms, conditions, exclusions and limits of this Policy that are shown on and form part of the Schedule.

Erosion

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

Event

means an unintended and unexpected single happening or incident which causes or results in Loss or Damage, or a legal liability to pay compensation, that is covered under this Policy.

Excess

means the amount You must pay towards each and every claim arising out of one Event or Occurrence. You will find the amount of any Excess shown on the Schedule or within the Policy.

Floating Floors

means engineered, laminated, veneered or similar (pre-finished) type flooring not fixed or attached to the sub-floor but held in position by its own weight and/or skirting boards at perimeter walls.

Flood

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

- (a) a lake (whether or not it has been altered or modified);
- (b) a river (whether or not it has been altered or modified);
- (c) a creek (whether or not it has been altered or modified);
- (d) another natural watercourse (whether or not it has been altered or modified);
- (e) a reservoir;
- (f) a canal;
- (g) a dam.

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.

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.

Illegal or Non-Compliant Installations

means works, including but not limited to construction, installation, alteration, modification or changes to Your Insured Property or any Lot, that have not obtained all required development approvals and building permits, or that have not complied with applicable legislative requirements and by-laws, including compliance with the National Construction Code and manufacturers' specifications applying at the time the works are undertaken.

Insured Property**(a) Building**

means building or buildings as defined by the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Building is situated, including:

- (i) outbuildings;
- (ii) fixtures and structural improvements including fencing, gates, paths and roadways, retaining walls, awnings, external blinds and signs;
- (iii) tennis courts, in-ground swimming pools and spas;
- (iv) fixed or built in plant, equipment and appliances;
- (v) floor coverings but excluding carpets (whether fixed or un-fixed) and Floating Floors;
- (vi) marinas, wharves, jetties, docks, pontoons, swimming platforms, or similar type facilities (whether fixed or floating) that are:
 - (a) used exclusively for non-commercial purposes; and
 - (b) that do not provide fuel distribution facilities, unless You advise Us and We otherwise agree in writing;
- (vii) satellite dishes, radio, television and other antennas including their associated wiring, masts, footings, foundations, moorings and towers;
- (viii) underground and overhead services;
- (ix) unfixed building materials and uninstalled fittings that are to be fitted to Your Insured Property but limited to an amount not exceeding 10% of the Sum Insured for Insured Property, or \$100,000, whichever is the lesser.
- (x) electric vehicle charging stations permanently attached to the building.
- (xi) solar panels and associated solar energy equipment including photovoltaic panels, solar collectors, inverters, batteries, mounting systems and related wiring, when installed for use by You.
- (xii) Stratum Lot or Volumetric Lot

(b) Common Area Contents

means (but not so as to limit the generality thereof):

- (i) furniture, furnishings, household goods, light fittings, internal blinds, curtains, unfixed artwork, curios, fire extinguishers and the like;
- (ii) freestanding appliances such as refrigerators, freezers, washing machines and dryers, other electrical items;
- (iii) carpets (whether fixed or unfixed), floor rugs and Floating Floors;
- (iv) computers, electronic equipment and office equipment;
- (v) swimming pools or spas that are not in-ground including their covers and accessories;
- (vi) wheelchairs, garden equipment including lawn mowers, golf carts, golf buggies or other similar type items but only if such item is not required to be registered; that You own or have legal responsibility for:
 - (a) at, in or adjacent to Your Situation, or
 - (b) temporarily removed elsewhere in Australia including transit to and from Your Situation.

► Building and Common Area Contents do not include:

- (i) 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;
- (ii) damage to internal paintwork and wallpapering of Lots in New South Wales and Australian Capital Territory unless You include Optional Cover 3 of **Section 1**;
- (iii) livestock, fish, birds or other animals;
- (iv) works undertaken by Lot Owners or Tenants, including but not limited to construction, installation, alteration, modification and changes to Your Insured Property which have not received Your written approval and complied with requirements specified under relevant strata legislation applying where Your Building is situated, prior to those works being undertaken;
- (v) Lot Owners' Contents and any other personal property of theirs;
- (vi) contents, items and any other property of Tenants;
- (vii) Lot Owners' Floating Floors installed within their Lot unless You include Optional Cover 2 of **Section 1**;
- (viii) money, other than as covered under benefit 15 of **Part A of Section 1**;
- (ix) 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 benefit 3 of **Part B of Section 1**;
- (x) temporary wall, floor and ceiling coverings within a Lot;
- (xi) mobile or fixed air-conditioning units servicing an individual Lot (Queensland).

Where anything in this definition of 'Insured Property' is contrary to the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Building is situated the requirements of Your Act will apply.

Land Value

means the sum certified by the Valuer General as being the value of the land at the Situation

Loss or Damage

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

Lot

means an area shown on a plan as a Lot in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated.

Lot Owner

means a person, persons or other entity registered as a proprietor or owner of a Lot in Your Building in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated.

Lot Owners' Contents

means (but not so as to limit the generality thereof):

- (a) freestanding appliances such as dishwashers, washing machines and dryers;
- (b) computers, electronic and electrical equipment, garden equipment;
- (c) Lot Owners' business and personal effects, furniture, furnishings, carpets, floor rugs and Floating Floors installed within their Lot.

Member(s)

means and is limited to the interest of proprietors, members, Lot Owners or shareholders in respect of the ownership of Your Insured Property in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated. Their interest or liability as an owner and/or occupier of a Lot is not included unless otherwise specifically provided by this Policy.

Period of Insurance

means the period that You are insured. The commencement and expiry dates are shown on the Schedule.

Policy

means this PDS, the Schedule (including any issued in substitution), any Endorsements attaching to or contained within those documents and any other documents We tell You form part of the Policy, including any SPDS. These will be the legal contract between You and Us.

Premium

means any amount We require You to pay under the Policy. Government charges and/or levies will be added at the prevailing rate and separately identified on the Schedule.

Rainwater

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

Rent

means, as regards any Lot or part of Your Common Area leased to a Tenant, an amount of money calculated on either:

- (a) the basis of the annual rentable value (including any 'outgoings' payable by a Tenant or lessee) that applied immediately prior to the happening of Loss or Damage; or
- (b) In the case of short-term rental accommodation, a pro-rata basis, calculated as a daily rate based on short term stay receipts from the previous 12 months of bookings that applied immediately prior to the happening of Loss or Damage.

Any annual or daily rentable value must be substantiated by means of a signed tenancy or lease agreement or by other reasonable evidence including bookings captured under an electronic short term stay booking platform.

Any amount of annual or daily rentable value shall not include any commission, fees or charges to any person(s), provider or entity responsible for provision of services or the management of any such arrangement.

Replacement

means:

- (a) the reasonable cost of rebuilding, replacing or repairing Your Insured Property to a condition which is equivalent to or substantially the same as but not better nor more extensive than when it was new; and
- (b) the extra costs necessarily incurred to:
 - (i) alter or upgrade Your Insured Property to comply with public, statutory or environmental protection authority requirements; and
 - (ii) flush out the air in the repaired, replaced, or rebuilt Insured Property with 100% outside air as required by The Green Building Council of Australia Green Star® standard,

but does not include any costs that would have been incurred in complying with orders issued prior to the happening of Loss or Damage.

Schedule

means one of the following:

- (a) the document titled Schedule which includes Your name and address, the Premium and any other variables to Our standard Policy (including any Endorsement clauses);
- (b) the renewal Schedule You have paid.

Either of these documents may be re-issued from time to time where required or permitted by law and each successor overrides the earlier document.

Situation

means the land at the address(es) shown on the Schedule or the registered address of Your Strata Community where Your Insured Property is situated.

Software

means a collection of programmes which cause machinery or electronic equipment to perform a desired operation or series of operations.

Storm

means a violent wind, thunderstorms or hail which may be accompanied by rainwater or snow.

Storm Surge

means an abnormal rise or fall in the level of the sea caused by the winds of a Storm or cyclone.

Strata Community

means the owner(s) of Your Insured Property and Common Area incorporated under the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property and Common Area is situated.

Strata Community Manager

means a person or other entity appointed in writing by Your Strata Community with delegated functions including the authority to act as an Office Bearer in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated.

Stratum Lot or Volumetric Lot

means an area or lot forming part of the Building required to be insured as part of this insurance cover excluding a Lot / Unit.

Sum Insured

means the amount(s) shown on the Schedule You are covered for and is the maximum amount of Our liability, inclusive of claimant's costs and expenses recoverable from You, for all claims during any one Period of Insurance or unless a specified amount is otherwise stated in the Policy wording.

Temporary Accommodation

means similar accommodation of substantially the same size, containing similar facilities and in a location relative to the uninhabitable Lot.

Tenant

means any person or other entity authorised under the terms of a tenancy, lease, or similar type agreement who occupies a Lot including any other occupant or family normally residing with the Tenant, or who leases a Common Area.

Title

means a certificate or instrument issued by the Registrar or Registrar-General in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property and Common Area is situated that evidences the ownership of:

- (a) Your land and/or common property, and
- (b) each Lot forming part thereof.

Tsunami

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

Vehicle(s)

means:

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

Voluntary Worker

means a person aged twelve (12) years or over engaged solely in work or duties on Your behalf without promise of reward or remuneration, other than an honorarium for duties associated with that function but does not mean employees, contractors or any person who receives a payment, reward or remuneration (other than provided herein) for their services.

Watercraft

means any vessel, craft or thing made or intended to float on or in or travel through water.

Wear and Tear

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

We, Our, Us

means Allianz Australia Insurance Limited
ABN 15 000 122 850.

You, Your, Yours

means:

- (a) in respect of **Sections 1, 7, 8 and 10**:
the Strata Community, including Lot Owners in respect of **Parts B and C of Section 1, Part B of Section 7 and Part B of Section 8**.
- (b) in respect of **Section 2**:
the Strata Community, including:
 - (i) the organisers of recreational and other activities in respect of **Section 2 (1) (b) (v)**;
 - (ii) a Voluntary Worker whilst engaged solely in work or duties on behalf of the Strata Community named on the Schedule but does not include office bearers while acting in that capacity.
- (c) in respect of **Section 3**:
a Voluntary Worker whilst engaged solely in work or duties on behalf of the Strata Community.
- (d) in respect of **Sections 4, 5, and 9**:
the Strata Community.
- (e) in respect of **Section 6**:
the past, present or future Office Bearers or committee members of the Strata Community including those persons':
 - (i) estate, heirs, legal representative or assigns;
 - (ii) legal representative or assigns if he/she is incompetent, insolvent or bankrupt,

▶ but does not include a Strata Community Manager or any other contracted person(s), firm or company when acting in their professional capacity.
- (f) in respect of **Section 11**:
the Strata Community and Lot Owners whose Lot Titles are terminated.

INSURED PROPERTY

What We cover

This Section contains **Parts A, B and C** that detail the benefits available in respect of Loss or Damage to Your Insured Property which occurs during the Period of Insurance.

SECTION 1: PART A

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

You are covered for the following benefits. Cover for benefits 3 to 24 of **Part A** is included in addition to the Sum Insured for **Section 1**.

1. We will pay up to the Sum Insured shown on the Schedule for Section 1, for Loss or Damage to Your Insured Property on the basis set out in "Claims – basis of settlement", including the cost of:
 - (a) (i) architects fees, surveyors fees and other professional fees;
 - (ii) removal, storage and/or disposal of debris, being the residue of Your damaged Insured Property (including debris required to be removed from adjoining or adjacent public or private land), damaged Lot Owners Contents and occupiers contents and of anything which caused the Loss or Damage;
 - (iii) demolition and disposal of any undamaged portion of Your Insured Property including undamaged foundations and footings in accordance with a demolition order issued by a public or statutory authority.
- (b) fees and contributions required to be paid to any public or statutory authority to obtain their authority to rebuild, repair or replace Your Insured Property, but We will not pay for any fine or penalty imposed by any such authority.

- (c) legal fees You necessarily incur in making submissions and/or applications to any public or statutory authority, Builders Licensing Board, or Land and Environment Courts.
- (d) Loss or Damage to fences and gates as a result of Storm.
- (e) Loss or Damage caused by a Tsunami.
- (f) Loss or Damage caused by emergency services such as Police, Fire Brigade, Ambulance or others acting under their control, in gaining access to Your Insured Property in the lawful pursuit of their duty.
- (g) sudden and unforeseen Loss or Damage caused by smoke or smut from industrial operations but excluding Loss or Damage resulting from any gradually operating cause.
- (h) reasonable emergency repair costs You necessarily incur in pursuance of Your duty to minimise insured Loss or Damage and avoid further losses.
- (i) reasonable costs for the temporary protection and safety of Your Insured Property and residents that You necessarily incur as a result of Loss or Damage that is admitted as a claim under **Section 1**.

2. Act of Terrorism

Where:

- (a) We determine that the Policy is not an eligible insurance contract as defined under the *Terrorism and Cyclone Insurance Act 2003* (Cth), and;
- (b) the total Sums Insured for Your Insured Property as shown on the Schedule under **Sections 1**, and **Section 8** if applicable, are less than \$100,000,000;

then We may agree that General Exclusion 1(a) will not apply in relation to actual Loss or Damage, cost or expense otherwise covered under this **Section 1**.

If Your Policy is classified as an eligible contract, and/ or We agree to provide this cover it will be shown on Your Schedule, however, if Your Policy is not an eligible contract Our maximum liability in the aggregate in any one Period of Insurance will not exceed the Sum Insured

of the Insured Property as shown in the Schedule or \$100,000,000, whichever is the lesser. No cover is provided for Events which are excluded under General exclusions 1.(b), (c), (d) or (e).

3. Alterations / additions

When You make alterations, additions or renovations to Your Insured Property during the Period of Insurance We will pay up to a maximum of \$500,000 for Loss or Damage to such alterations, additions or renovations by an Event claimable under **Section 1** provided:

- (a) the cost of such work does not exceed \$250,000, or where the cost of such work does exceed \$250,000 You notify Us and We agree in writing (acting reasonably) before the commencement of such work; and
- (b) upon practical completion;
 - (i) You notify Us within sixty (60) days; and
 - (ii) You have Your Building Sums Insured reviewed;

and, if requested You pay any extra Premium We may require.

► We will not pay:

- (a) for Illegal or Non-Compliant Installations;
- (b) if You have entered into a contract with a builder, contractor or similar entity that requires, and they have effected, insurance for property damage and liability for the alterations, additions and renovations.

However, as permitted by law, when You are required under the terms of a contract condition to effect insurance on Your Insured Property in the names of both You and the contractor, We will cover the interest of the contractor as a joint insured in respect of Loss or Damage to such alterations, additions or renovations.

4. Arson reward

We may pay a reward of up to \$10,000 for information (irrespective of the number of people supplying information) which leads to a conviction for arson, theft, vandalism or malicious damage provided such Loss or Damage is claimable under **Section 1**.

We will pay the reward to the person or persons providing such information or in such other manner as We may reasonably decide.

5. Electric motors

We will pay up to \$5,000 for the cost of repairing or replacing, at Our discretion (acting reasonably), an electric motor forming part of Your Insured Property which has been burnt out by Fusion.

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

If the motor in a sealed unit cannot be repaired or replaced because of the unit's inability to use a different type of refrigerant (a new gas as required by regulation) or parts are no longer available then We will only pay the cost

that would have been incurred in repairing a sealed unit in an equivalent modern-day appliance. If an equivalent modern day appliance is not available, then one as close as possibly equivalent will be the basis of any claim.

► We will not pay for:

- (a) motors under 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;
- (e) any motor, where **Section 7 – Machinery** breakdown has been selected and is shown on the Schedule.

6. Electricity, gas, water and similar charges – excess costs

We will pay up to \$5,000 for the cost of:

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

You are required to pay following Loss or Damage to Your Insured Property by an Event which is admitted as a claim under **Section 1**.

7. Electricity, gas, water and similar charges – unauthorised use

We will pay up to \$5,000 any one Period of Insurance for the cost of metered electricity, gas, sewerage, oil and water You are legally required to pay following its unauthorised use by any person taking possession or occupying any part of Your Insured Property without Your consent.

► If You do not take reasonable steps to terminate such unauthorised use as soon as reasonably possible after You become aware of it We will not pay or may reduce payment of a claim to the extent We are prejudiced by Your failure.

8. Environmental improvements

If Your Insured Property is:

- (a) damaged by an Event claimable under **Section 1**; and
- (b) the cost to rebuild, replace or repair the damaged portion is more than twenty five percent (25%) of what the cost would have been had Your Insured Property been totally destroyed;

We will, in addition to the cost of environmental improvements claimable under **Section 1**, also pay up to \$40,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy, hot water heat exchange systems, and grey water recycling systems.

9. Exploratory costs, Replacement of defective parts

When Your Insured Property suffers Loss or Damage as a result of:

- (a) bursting, leaking, discharging or overflowing of water tanks, water apparatus or water pipes; or
- (b) bursting, leaking, discharging of gas tanks, gas apparatus or gas pipes; or
- (c) leakage of oil from any fixed oil installation, including tanks, apparatus and pipes;

We will pay the reasonable costs of locating the cause of the Loss or Damage and for any Loss or Damage caused in locating the leak. We will also pay:

- (a) up to \$1,000 for the repair or replacement of the defective part or parts of such tanks, apparatus, pipes or other installations giving rise to the Loss or Damage; and
- (b) up to \$1,000 to rectify contamination damage or pollution damage to land at Your Situation caused by the escape of the liquid giving rise to the Loss or Damage.

► We will not pay for any of these costs if the bursting, leaking, discharging or overflowing is caused by a building defect, building movement or faulty workmanship that You were aware of or a reasonable person in the circumstances could be expected to have been aware of.

We will also not pay for these costs if caused by rust, oxidation, corrosion, Wear and Tear, gradual corrosion or gradual deterioration that You should reasonably be expected to have been aware of, or Earth Movement (unless the bursting, leaking, discharging or overflowing is caused by Earth Movement within 72 hours as a direct result of Events listed in **Section 1 – Insured Property**) or by trees, plants or their roots.

10. Fallen trees

We will pay for the reasonable professional costs You necessarily incur for:

- (a) the removal and disposal of trees or branches;
- (b) the cost of treating the stump or root to prevent re-growth;

if a tree or branch falls and causes Loss or Damage to Your Insured Property or landscaped gardens.

► We will not pay for removal or disposal of:

- (a) trees or branches that have fallen and not damaged Your Insured Property or landscaped gardens; or
- (b) tree stumps or roots.

11. Fire extinguishing

We will pay for the reasonable costs and expenses You necessarily incur in:

- (a) extinguishing a fire at Your Situation, or in the vicinity of Your Situation and threatening to involve Your Insured Property or for the purpose of preventing or diminishing damage including the costs to gain access to any property;

- (b) replenishing firefighting appliances, replacing used sprinkler heads, and resetting fire, smoke and security alarm systems following their use in extinguishing a fire at the Situation; and

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

12. Keys, lock replacement

If keys to Your Insured Property are accidentally lost or stolen, We will pay up to \$25,000 for the reasonable costs You necessarily incur in:

- (a) re-keying or re-coding locks together with replacement keys; or
- (b) replacing locks with locks of a similar type and quality if they cannot be re-keyed or re-coded

to restore security to the same level of security that existed prior to the loss or theft of these keys.

13. Temporary meeting or conferencing facilities

We will pay up to \$5,000 for the cost of hiring temporary meeting room facilities, including electronic conferencing facilities, for the purpose of holding Your general meetings or committee meetings if You are unable to occupy the meeting room facilities forming part of Your Insured Property by Loss or Damage which is covered under **Section 1**.

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

14. Modifications

When a resident Lot Owner is physically injured and becomes a paraplegic or quadriplegic as the direct consequence of Loss or Damage to Your Insured Property by an Event which is admitted as a claim under **Section 1** We will pay up to \$50,000 for modifications to Your Insured Property or their Lot to cater for the needs of the Lot Owner. This benefit only applies if the paraplegia or quadriplegia has continued for a period of not less than six (6) months from the date of the Event and is substantiated by a legally qualified medical practitioner.

15. Money

We will pay up to \$25,000 for loss of Your money while in the personal custody of an office bearer or committee member of Yours, or of Your Strata Community Manager while acting on Your behalf.

► We will not pay for fraudulent misappropriation, 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

Where the Strata Community has a mortgage in respect of any part of Your Insured Property and if it becomes a total loss, is not replaced and We have paid the amount due under **Section 1**, We will pay reasonable legal costs up to \$10,000 to discharge any mortgage over Your Insured Property.

17. Personal property of others

We will pay up to \$10,000 for personal property of others (including employees) that is damaged by an Event claimable under **Section 1** while in Your physical or legal control.

18. Purchaser's interest

We will cover a purchaser's legal interest in Your Insured Property, in the terms of **Section 1**, when the purchaser has signed an agreement to buy part of or all of such property.

19. Records

We will pay up to \$100,000 for the reasonable expenditure You necessarily incur in collating information, preparing, rewriting or reproducing records, books of account, Electronic Data and valuable papers directly related to Your Insured Property that are damaged by an Event claimable under **Section 1**, while anywhere in Australia.

20. Removal of nests

We will pay up to \$1,000 any one Period of Insurance for the cost of removing wasps' or bees' nests from Your Insured Property that present as a danger to residents or the public.

▶ We will not pay for the cost of removing any nests that existed prior to the commencement of **Section 1**.

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 Loss or Damage to Your Insured Property that is paid as a claim under **Section 1**.

22. Removal of illegally deposited rubbish

We will pay up to \$5,000 any one Period of Insurance for the reasonable costs and expenses incurred by You with Our consent in the clearing and removal of any illegally deposited rubbish that causes a public health and safety risk at Your Situation.

▶ We will not pay if such a happening is not reported to the appropriate authority such as the Police or local council as soon as reasonably practical.

You must by way of Excess pay or contribute the first \$1,000 for each and every claim.

23. Water removal from basement

We will pay up to \$5,000 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, or Flood where Optional Cover 1 is shown as Included on Your Schedule.

24. Cyber Response Costs

We will pay during the Period of Insurance either:

1. up to \$25,000 any one Event and in the aggregate each Period of Insurance for reasonable and necessary costs You incur as a direct result of a Cyber Event affecting Your own computer systems and Electronic Data; or
2. where Your Electronic Data or information is held by Your Strata Community Manager and Your Electronic Data is impacted by a Cyber Event solely directed at Your Strata Community Manager's computer systems impacting Your Electronic Data and the Electronic Data of other customers of Your Strata Community Manager, We will pay up to \$100,000 any one Event and in the aggregate each Period of Insurance towards Your Strata Community Manager's reasonable and necessary costs in recovering Electronic Data as a result of that Cyber Event,

including:

- (a) Funds transferred from Your accounts as a result of payment redirection fraud, phishing or social engineering;
- (b) cyber response costs including:
 - (i) fees for information security experts to investigate and determine the cause and extent of the Cyber Event;
 - (ii) reasonable costs to restore, repair or replace Your computer systems and Electronic Data to substantially the same condition as before the Cyber Event;
 - (iii) costs to recover or recreate records, Electronic Data or software that have been corrupted, deleted or stolen;
 - (iv) fees for legal advisers We agree in writing, prior to the fees being incurred, are necessary to respond to the Cyber Event;
- (c) notification costs including:
 - (i) costs to notify affected parties if personal or sensitive information is compromised; and
 - (ii) costs of credit monitoring services You are legally required to provide to affected persons.

Cyber Events affecting Your Electronic Data or information while held by Your Strata Community Manager will only be payable:

- (a) to a maximum of \$100,000 any one Event and in the aggregate each Period of Insurance for one Strata Community Manager; and

(b) if Your Strata Community Manager maintains information security management systems, policies, controls and procedures that are consistent with the principles embodied in the ISO/IEC 27001, or other industry best practice information security management standards such as the 'Essential Eight' cybersecurity framework developed and maintained by the Australian Signals Directorate's Australian Cyber Security Centre.

► We will not pay for:

(a) any loss, cost or expense arising from a Cyber Event involving the personal devices, email accounts or computer systems of:

(i) individual Office Bearers, committee members or Lot Owners; or

(ii) employees of Your Strata Community Manager;

(b) unless the Cyber Event also affects Your computer systems or Your Electronic Data held by You or Your Strata Community Manager;

(c) any ransom payment;

(d) the costs of any improvements, upgrades or betterments to computer systems, software or security measures beyond what existed immediately prior to the Cyber Event;

(e) costs that would have been incurred regardless of the Cyber Event, such as routine system maintenance or planned improvements;

(f) any Cyber Event occurring prior to the commencement of this Policy or any Cyber Event You knew about or ought reasonably to have known about prior to the commencement of this Policy that may give rise to a claim;

(g) any Cyber Event caused by or arising from a Cyber War & Terrorism Event; or

(h) legal or regulatory fines, penalties or sanctions.

SECTION 1: PART B

Part B covers You and Lot Owners as specified. The combined total amount We will pay under **Part B** benefits 1 to 5 arising out of any one Event that is admitted as a claim under **Section 1** is limited to the Sum Insured shown on the Schedule for **Part B** of **Section 1**.

In order to be sure that You are covered under this Policy You should always contact Us for approval before incurring costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

1. (a) Rent

When the Common Area or a Lot has been leased out, or can be substantiated by means of a signed agreement or other reasonable evidence that the Common Area or Lot would have been leased out but for the Loss or Damage We will pay You and/or the Lot Owner for the Rent that is lost or would have been lost if:

(i) the Common Area or Lot is unfit to be occupied for its intended purpose as a result of Loss or Damage that is admitted as a claim under **Section 1**. We will pay from the time of the Event until the time the Common Area or Lot is relet following completion of rebuilding, replacing or repairing provided You or they demonstrate that all reasonable actions have been taken to relet the Common Area or Lot.

► when the Loss or Damage to Your Insured Property is not rebuilt, replaced or repaired, We will only pay for the time it would have reasonably taken to rebuild, replace or repair Your Common Area or Lot up to a maximum of twelve (12) months.

(ii) reasonable access to or occupancy of the Common Area or Lot is prevented by damage from an Event claimable under Section 1 happening to other property in the immediate vicinity. We will pay from the time of the Event until the time when access to the Common Area or Lot is re-established, up to a maximum of twelve (12) months.

(b) Temporary Accommodation

When a Lot Owner occupies their Lot We will pay the reasonable cost of Temporary Accommodation they necessarily incur if their Lot is made uninhabitable due to:

(i) Loss or Damage that is admitted as a claim under **Section 1**. We will pay from the time of the Event until the time they are reasonably able to reoccupy their Lot following completion of rebuilding, replacing or repairing.

► When the Loss or Damage to their Lot is not rebuilt, replaced or repaired, We will only pay for the time it would have reasonably taken to rebuild, repair or replace their Lot up to a maximum of twelve (12) months.

(ii) reasonable access to or occupancy of their Lot is prevented by damage from an Event claimable under **Section 1** happening to other property in the immediate vicinity. We will pay from the time of the Event until the time when access to their Lot is re-established, up to a maximum of twelve (12) months.

In order to be sure there is cover under this Policy You should always contact Us for approval before incurring costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

(c) Disease, murder and suicide

We will pay You and/or the Lot Owner for:

(i) the reasonable cost of Temporary Accommodation necessarily incurred;

(ii) Rent that is lost;

if Your Common Area or their Lot cannot be occupied by order of the Police, a public or statutory authority, other body, entity or person so empowered by law, due to:

- the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plant cooling towers and the like;
- a human infectious or contagious disease other than a 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.

▶ We will not pay for loss, costs or damage caused by, arising from or in any way connected with Highly Pathogenic Avian Influenza in humans or any disease infectious in humans forming part of the Listed Human Diseases under, or is the subject of a Human Biosecurity Emergency under, the *Biosecurity Act 2015* (Cth) and any of its subsequent amendments or any similar such listing or declarations of diseases under any subsequent statute that repeals and replaces the *Biosecurity Act 2015* (Cth) in whole or part, or any pandemic or epidemic, as declared as such by the World Health Organisation.

(d) Failure of supply services

We will pay You and/or the Lot Owner for:

- (i) the cost of Temporary Accommodation necessarily incurred;
- (ii) Rent that is lost;

if Your Common Area or their Lot is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from physical loss or damage happening to property belonging to or under the control of any supply authority caused by a sudden and accidental event.

Provided the failure of services extends for more than twenty-four (24) hours We will pay from the time of the failure until the time such services are reinstated, or for a period of thirty (30) days, whichever first occurs.

2. Cost of reletting

When any part of Your Common Area or a Lot has been leased out and it is made unfit to be occupied for its intended purpose by:

- (i) Loss or Damage that is admitted as a claim under **Section 1**; and
- (ii) Your Tenant at the time of the Event subsequently advises they will not be reoccupying the Common Area or the Lot they previously leased;

We will pay You and/or the Lot Owner reasonable reletting costs up to \$1,500.

3. Landscaping

We will pay up to \$25,000 for the reasonable costs You or a Lot Owner necessarily incur in replacing or repairing damaged trees, shrubs, plants, lawns or rockwork at Your Situation damaged by an Event claimable under **Section 1**.

4. Removal of squatters

We will pay You and/or the Lot Owner up to \$1,000 any one Period of Insurance for legal fees necessarily incurred to repossess Your Insured Property or their Lot if squatters are living in it.

▶ We will not pay unless You or they first obtain Our consent to incur such legal fees.

5. Title deeds

We will pay for the reasonable costs You or a Lot Owner necessarily incur in replacing Title deeds to Your Insured Property or their Lot if they are lost or damaged by an Event claimable under **Section 1**, while anywhere in Australia.

SECTION 1: PART C

Part C applies to Lot Owners. Cover for benefits 1 to 6 of **Part C** are included in addition to the Sum Insured for **Section 1**.

1. Emergency accommodation

When a Lot is occupied by a Lot Owner or Tenant for residential purposes We will pay:

- (a) the Lot Owner; and/or
- (b) the Tenant named on the lease, rental or similar type agreement;

up to \$2,500 a Lot, irrespective of the number of people occupying the Lot, for the reasonable cost of emergency accommodation necessarily incurred in circumstances where two (2) or more residential Lots are made uninhabitable:

- (i) due to Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**; or
- (ii) by reasonable access to or occupancy of the Lot being prevented by Loss or Damage from an Event claimable under **Section 1** happening to other property in the immediate vicinity; or
- (iii) by reasonable access to or occupancy of the Lot being prevented by the Police or other emergency service due to a danger or disturbance in the immediate vicinity.

2. Funeral expenses

When a Lot is occupied by the Lot Owner, We will pay up to \$5,000 a Lot for funeral expenses if the Lot Owner, or a family member who permanently resides with the Lot Owner, dies as the direct consequence of Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**.

3. Lot Owners' contributions and fees

We will pay, up to \$2,000 a Lot, for contributions and/or levies the Lot Owner is required to pay during the period their Lot is unfit to be occupied for its intended purpose by Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**.

4. Lot Owners' removal and storage costs

We will pay up to \$5,000 for the reasonable costs a Lot Owner necessarily incurs in:

- (a) removing their undamaged Lot Owners' Contents to the nearest place of safe keeping;
- (b) storing their undamaged Lot Owners' Contents at that place or an equivalent alternate place;
- (c) returning their undamaged Lot Owners' Contents to Your Situation when occupancy of their Lot is permitted;
- (d) insuring their undamaged Lot Owners' Contents during such removal, storage and return;

following Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1** that makes their Lot unfit to be occupied for its intended purpose.

5. Lot Owners' travel costs

When a Lot Owner has leased out their Lot We will, if their Lot is made unfit to be occupied for its intended purpose by Loss or Damage that is admitted as a claim under **Section 1**, pay up to \$250 a Lot for reasonable travel costs the Lot Owner incurs in visiting their Lot for the purpose of consulting with claim adjusters and/or Building repairers.

▶ We will not pay unless You or they first obtain Our consent to incur such travel costs.

6. Pets, security dogs

When a Lot Owner occupies their Lot solely for residential purposes and there is Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1** rendering their Lot uninhabitable, and their temporary accommodation does not allow pets or security dogs, We will pay up to \$1,000 for the costs necessarily incurred for boarding their pets or security dogs.

Optional Covers

The following optional coverage extensions apply to **Section 1** and are operative when shown as 'Included' on Your Schedule. They are not mandatory under strata legislation applicable to You, and You may choose to include any or all of them based on Your specific needs, risk profile, and financial position.

1. Flood

If Flood is shown as included on Your Schedule, We will pay, for Loss or Damage caused by Flood which happens during the Period of Insurance.

▶ Our liability under Optional Cover 1 is limited to the lesser of:

- (a) \$10,000,000; or
- (b) Our maximum aggregate liability under **Parts A, B and C of Section 1**; or
- (c) the Flood sublimit shown on Your Schedule.

2. Floating floors

Provided Your Sum Insured under **Section 1** is not otherwise exhausted We will pay for the cost of repairing or replacing Lot Owners' Floating Floors if damaged by an Event claimable under **Section 1**.

3. Lot Owners' wall coverings (applicable to New South Wales and Australian Capital Territory)

Provided Your Sum Insured under **Section 1** is not otherwise exhausted We will pay for the cost of repainting or re-wallpapering internal walls or ceilings of a Lot if damaged by an Event claimable under **Section 1**.

Our liability under Optional Cover 3 is limited to the room, hallway or passageway where the Loss or Damage occurs.

Exclusions – what We do not cover under Parts A, B and C

▶1. We will not pay for Loss or Damage caused by, arising from or in any way connected with:

- (a) Flood
 - However, We will pay if Optional Cover 1 is shown as included on Your Schedule.
- (b) to retaining walls resulting from Storm or Rainwater.
- (c) the following gradually operating causes:
 - (i) deterioration, Wear and Tear, concrete or brick cancer, rust, oxidisation, or corrosion, that You were aware of or a reasonable person in the circumstances could be expected to be aware of; or
 - (ii) contamination, pollution, evaporation, disease, mildew, mould, wet or dry rot; or
 - (iii) staining, fading, fraying, change in colour or texture or finish, dampness of atmosphere, or other variations in temperature; or
 - (iv) moths, termites or other insects, vermin, mice, rats, or pecking or biting or chewing or scratching by animals; or
 - (v) lack of maintenance or failure to maintain Your Insured Property in a reasonably good state of repair; or
 - (vi) inherent vice or latent defect.
- (d) non-rectification of an Insured Property defect that You were aware of, or a reasonable person in the circumstances could be expected to have been aware of, including any such defects that are in the process of being rectified.
- (e) mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current.
 - However We will pay if the Loss or Damage is due to:
 - (i) Fusion of electric motors as covered under benefit 5 of **Part A**; or
 - (ii) a power surge when such is confirmed by the supply authority.

- (f) any action of the sea, high water or high tide, or tidal wave.

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

- (g) Storm Surge.

However, We will pay if the Loss or Damage is due to cyclone.

- (h) vibration or from the removal or weakening of or interference with the support of land or Buildings or any other property, Erosion or Earth Movement.

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

- (i) earthquake or seismological disturbance, Tsunami, explosion, physical impact by aircraft; or
- (ii) bursting, leaking or overflowing of water tanks, pipes, drains, gutters or other water or liquid carrying apparatus; or
- (iii) Flood if Optional Cover 1 is shown as included on Your Schedule; or
- (iv) Storm or Rainwater.
- (i) hydrostatic water.
- However We will pay if the Loss or Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains.
- (j) the invasion of tree or plant roots nor for the cost of clearing pipes or drains blocked by any such invasion.
- (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) smut or smoke from industrial operations.
- (m) any process involving the application of heat being applied directly to any part of Your Insured Property.
- (n) normal settling, cracking, creeping, heaving, seepage, shrinkage, or expansion in Buildings, foundations/footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other structural improvements.
- (o) glass caused by, arising from or in any way connected with artificial heat, during installation or removal, that has a crack or imperfection, or that is required to be insured by any other party in terms of an occupancy agreement.
- (p) floor coverings resulting from staining, fading or fraying.
- However We will pay if the Loss or Damage directly results from any other Event claimable under **Section 1**.
- (q) to boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting from the explosion thereof.

- (r) Your Insured Property if it is vacant and undergoing demolition unless Our written consent to continue cover has been obtained before the commencement of demolition.
- (s) Your Insured Property caused by, arising from or in any way connected with the construction, erection, alteration or addition where the cost of such work exceeds \$500,000, unless Our written consent to provide You cover has been obtained before the commencement of such work.
- (t) Your Electronic Data, including any loss of use, consequential losses, or expenses resulting therefrom, except as specifically provided under benefit 24 (Cyber Response Costs) of **Part A**.

►2. We will not pay for:

- (a) demolition ordered by any public or statutory authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement or due to the incorrect siting of Your Insured Property;
- (b) the cost of rectifying faulty or defective materials, or faulty or defective workmanship, design or specification;
- (c) consequential loss, meaning We don't cover You for anything not expressly described under **Parts A, B and C**. Some examples of what We won't pay for include loss of use or depreciation.
- (d) the cost of clearing blocked pipes or drains unless the blockage causes or is the result of physical damage to the pipe or drain.
- However, We will pay for water or liquid damage to Your Insured Property resulting from the overflow of such blocked pipes or drains.

Claims – basis of settlement

1. Replacement

If Your Insured Property is damaged, We may choose (acting reasonably) to either rebuild, replace, repair or pay the amount it would cost to rebuild, replace or repair.

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

- (a) the necessary work of rebuilding, replacing or repairing (which may be carried out upon another site or in any manner suitable to Your requirements provided Our liability is not increased), must be commenced and carried out without unreasonable delay (provided that You will not be responsible for any delay caused by Us);
- (b) where Your Insured Property contains any architectural or structural feature of an ornamental, heritage or historical character or where materials used in the original construction are not reasonably available We will use the nearest equivalent available to the original materials;

- (c) if it is lawful, and with Our prior written consent, You will not be required to actually rebuild any Building destroyed but may purchase an alternative existing Building or part thereof to replace all or part of the one destroyed. Such Replacement will be deemed to constitute Replacement for the purpose of Your Policy provided Our liability is not increased;
- (d) when We choose to pay the amount it would cost to rebuild, replace or repair, We will pay You the reasonable cost to rebuild, replace or repair.

► **We will not pay for any costs:**

- (i) to rebuild, replace, repair, upgrade, alter or remove Your undamaged Insured Property;
- (ii) to rebuild, replace, repair, upgrade, alter or remove Illegal or Non-Compliant Installations.
- (iii) arising from any unreasonable delays You cause in commencing or carrying out Replacement or in reoccupying or tenanting Your Lot.

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

2. Undamaged part of Insured Property, foundations and footings

If Your Insured Property is damaged and any public or statutory authority requires replacement to be carried out on another site We will pay for the value of any undamaged part of Your Insured Property, including foundations and footings, as though they had been destroyed.

If the sale value of the original Situation with such undamaged part is greater than without them We will deduct the amount of such difference from any settlement otherwise payable by Us.

3. Floor space ratio

If Your Insured Property is damaged and Replacement is limited or restricted under an Ordinance or Regulation issued by a public or statutory authority requirement that results in the reduction of the floor space ratio index, We will pay the difference between:

- (a) the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; and
- (b) the estimated cost of Replacement at the time of Loss or Damage had the reduced floor space ratio index not applied.

4. Land value

We will pay the difference between Land Value before and after Loss or Damage if any public or statutory authority refuses to allow Your Insured Property to be replaced or only allows partial Replacement, less any sum paid by way of compensation by any such authority.

5. Claim settlement (when Section 11 is shown as a Sum Insured on the Schedule)

When **Section 11** is shown on the Schedule as a Sum Insured We agree that We will treat Your Sum Insured under **Section 1** on an Agreed Value basis.

In the event of Loss or Damage that results in:

- (a) a total loss or Constructive Total Loss of Your Insured Property and Your Strata Community Title and all Lot Titles are terminated We will pay You the Sum Insured shown on the Schedule for **Section 1**.
- (b) a partial loss and some but not all Lot Titles are terminated We will, in respect of the Lots where title has been terminated, pay You the amount calculated on the percentage of the Sum Insured for **Section 1** that the affected Lot entitlements bear to the total Strata Community entitlement.

When We pay a claim under Clause 5.(b), any Loss or Damage to Lots where Title has not been terminated will be settled in terms of Clause 1. Replacement above but Your Sum Insured thereunder will be reduced by the amount We pay under Clause 5.(b).

6. Reimbursement of expenses and costs incurred

If You submit a claim for reimbursement of repair, replacement or rebuilding of Your Insured Property that has already been carried out, We will at Our option (acting reasonably):

- (a) assess the claim You have submitted for Us to pay
- (b) obtain quotations for the repair, replacement, or rebuilding that You have carried out; and
- (c) reduce the amount We pay You by the amount which represents any disadvantage We suffer as a result of the repair, replacement, or rebuilding being carried out without Our consent.

7. Professional Fees

We will pay up to \$50,000 for the reasonable costs You necessarily incur with Our written consent in the preparation of a claim under **Section 1** and when applicable **Sections 8, 10** and **11**.

► We will not pay for any costs incurred in connection with the preparation or conduct of any complaint or dispute.

Special provisions

1. Under Clauses 2., 3., and 4. of "Claims - basis of settlement" Our liability is limited to the extent to which the Sum Insured for **Section 1** is not otherwise expended.

After any difference or dispute arises under the Policy relating to values You and We may or may not choose to enter into a separate agreement to refer the matter to the President of the Australian Property Institute Inc. who will appoint a specialist valuer who is registered and qualified to carry out such valuations in accordance with accepted valuation practices. The valuer's decision will, if both You and We so agree, be final and binding. The valuer will also decide as to payment of the costs of referral if both You and We agree. Clauses 2., 3., and 4. of "Claims - basis of settlement" do not apply in respect of any claim settled in terms of Clause 5. of "Claims - basis of settlement" above.

LIABILITY TO OTHERS

In the event of a claim under this **Section 2**, You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

What We cover

1. We will pay up to the Sum Insured shown in the Schedule for **Section 2** where You become legally liable to pay compensation (including plaintiff's legal costs) in respect of:

- (a) Personal Injury; or
- (b) Property Damage,

resulting from an Occurrence that happens in Australia during the Period of Insurance in connection with Your ownership of Your Common Area and Insured Property.

Automatic Extensions

We will pay up to the Sum Insured shown in the Schedule for **Section 2** where You become legally liable to pay compensation in respect of Personal Injury or Property Damage:

- (a) **Bridges, roadways, kerbing, footpaths, services** arising from bridges, roadways, kerbing, footpaths, and underground and overhead services You own at the Situation.
- (b) **Car park liability** arising from the use of 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.

- (c) **Fertiliser, pesticide, herbicide application** arising from the application of any fertiliser, pesticide or herbicide to Your Common Area or Insured Property.

▶ We will not pay:

- (a) unless the fertiliser, pesticide or herbicide has been applied in conformity with any public or statutory Authority requirement or, in the absence of any such requirement, in conformity with the manufacturer's recommendations.
- (b) Your liability for Loss or Damage to Your Common Area or Insured Property, or its improvements including gardens and lawns, to which the fertiliser, pesticide or herbicide was being applied.

- (d) **Hiring out of sporting and recreational facilities** arising from the hiring out of sporting or recreational facilities (such as but not limited to tennis courts or swimming pools) owned by You.

- (e) **Recreational and other activities** arising from recreational, social or other activities arranged for and on behalf of Lot Owners and occupiers of Lots.

- (f) **Services** arising out of the service or services You provide for the benefit, general use and enjoyment of Lot Owners and occupiers of Lots at Your Situation.

- (g) **Watercraft** arising from any Watercraft (not exceeding 8 metres in length) owned by You, in Your possession or physical or legal control.

▶ We will not pay if the Watercraft is or should have been insured under legislation of the State or Territory of Australia in which it is being used, or if the Watercraft is subject to hire for fee or payment.

(h) **Garden equipment and unregistered vehicles** arising from any wheelchair, garden equipment including lawn mowers, golf cart, golf buggy or other Vehicle owned by You, in Your possession or physical or legal control.

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

2. Cost of defending a claim

We will pay in addition to the Sum Insured under 1. above:

- (a) all legal costs and expenses incurred by Us;
- (b) reasonable cost of legal representation You necessarily incur with Our written consent at a coronial inquest or inquiry into any death that may be the subject of a claim for compensation under **Section 2**;
- (c) other reasonable expenses You necessarily incur that We have agreed to reimburse; and
- (d) all interest accruing after judgment has been entered against You until We have paid, tendered or deposited in court the amount that We are liable to pay following judgment.

3. Court appearance

We will pay compensation of \$250 per day if We require an Office Bearer, committee member or Your Strata Community Manager to attend a Court as a witness in connection with a claim under **Section 2**.

Exclusions – what We do not cover

► We will not pay for any claim:

- (a) in connection with any liability for Personal Injury to any employee arising out of or in the course of their employment with You.
This exclusion does not apply to an 'eligible person' as defined under the *Workers' Compensation and Rehabilitation Act 2003* (Qld).
- (b) in respect of liability imposed by the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated.
- (c) in respect of:
 - (i) damage to property belonging to, rented by or leased by You or in Your physical or legal control, other than as specifically provided by this **Section 2**;
 - (ii) 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.

(d) 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, or first aid officer You use to provide first aid services at Your Situation.

- (e) arising out of the publication or utterance of defamatory material, libel or slander:
 - (i) made prior to the commencement of **Section 2**; or
 - (ii) made by You or at Your direction when You knew it to be false.
- (f) arising out of the ownership, possession or use by You of any Vehicle, Watercraft, hovercraft, aircraft or aircraft landing areas other than as specifically provided in **Section 2**.
- (g) arising out of or in connection with Your ownership of marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) if such facilities:
 - (i) are used for commercial purposes; or
 - (ii) provide fuel distribution facilities, unless We otherwise agree in writing.
- (h) arising out of construction, erection, alteration or addition to Your Insured Property where the cost of such work exceeds \$250,000, unless Our written consent to provide You cover has been obtained before the commencement of such work.
- (i) arising from vibration or from the removal or weakening of or interference with the support of land or Buildings, Common Area or any other property.
- (j) 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:

- (i) liability assumed by You under any contract or lease of real or personal property;
- (ii) liability assumed by You under the terms of any written agreement with any other party except where liability arises out of:
 - (a) any act of negligence on their part; or
 - (b) by their default in performing their obligations under such agreement.
- (k) 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.

- (l) arising out of or incurred in the prevention, removing, nullifying or clean-up of any contamination or pollution.

This exclusion does not apply to clean-up, removal or nullifying expenses only which are incurred after a sudden, identifiable, unexpected and unintended happening that takes place in its entirety at a specific time and place during the Period of Insurance.

- (m) for fines or penalties or for punitive, aggravated, exemplary or additional damages (including interest and costs) imposed against You.
- (n) made or actions instituted outside Australia that are governed by the laws of a foreign country.
- (o) for liability to pay for Personal Injury or Property Damage, or any consequential loss arising therefrom, caused by or arising directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos or in any way involving asbestos or asbestos contained in any materials in whatever form or quantity.

Special conditions

1. Strata Community Manager defence

If a claim is made jointly against You and Your Strata Community Manager solely by virtue of their relationship with You, We will treat Your Strata Community Manager as though they were You.

► We will not indemnify Your Strata Community Manager if their joining in the claim is attributable to a negligent or wrongful act, error or omission of theirs when acting in a professional capacity, including but not limited to performance of their obligations with respect to any management agreement or other contractual arrangement they may have in place with You.

2. Adjoining Property Extension

Section 2 is extended to include Your liability for any part of Your Insured Property that overhangs and/or infringes adjoining public or private property subject to all other Policy terms, conditions, limits and exclusions.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 2** when they begin with a capital letter.

Occurrence

means an Event, including continuous or repeated exposure to substantially the same general conditions, that results in Personal Injury or Property Damage neither expected nor intended to happen by You.

Personal Injury

means:

- (a) bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury;
- (b) false arrest, wrongful detention, false imprisonment or malicious prosecution;
- (c) wrongful entry or eviction or other invasion of the right of privacy;
- (d) a publication or utterance of defamatory or disparaging material;
- (e) assault and battery not committed by You or any Lot Owner or at Your or their direction unless committed for the purpose of preventing or eliminating danger to person or property.

Pollutants

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Property Damage

means:

- (a) physical damage to or destruction of tangible property including its loss of use following such physical damage or destruction; or
- (b) loss of use of tangible property that has not been physically damaged or destroyed provided that the loss of use has been caused by an Occurrence,

that happens during the Period of Insurance anywhere in Australia

VOLUNTARY WORKERS

What We cover

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

- (a) whilst voluntarily engaged in work on Your behalf; and
- (b) caused solely and directly by violent, accidental, external and visible means; and
- (c) which, independently of any other cause results in the following insured benefits.

Benefits

1. Accidental Death:	\$300,000
2. Total and irrecoverable loss of all sight in both eyes:	\$300,000
3. Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot:	\$300,000
4. Total and permanent loss of the use of one hand or of the use of one foot:	\$150,000
5. Total and irrecoverable loss of all sight in one eye:	\$150,000
6. Total Disablement from engaging in or attending to usual profession, business or occupation – in respect of each week of Total Disablement a weekly benefit of:	\$2,000

7. Partial Disablement from engaging in or attending to usual profession, business or occupation – in respect of each week of Partial Disablement a weekly benefit of:	\$1,000
8. The reasonable and necessary cost of hiring or employing domestic assistance if a Voluntary Worker is totally disabled from performing:	
(a) their usual profession, business, occupation;	
or	
(b) usual household activities;	
in respect of each week of Total Disablement a weekly benefit not exceeding:	\$500
9. The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding:	\$2,000
10. 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
11. The reasonable cost of burial or cremation of a Voluntary Worker following a claim payable under benefit 1 – a benefit not exceeding:	\$5,000

Exclusions – what We do not cover

► 1. We will not pay:

- (a) for more than one of benefit 6 and 7 in respect of the same period of time;
- (b) under benefit 6 and 7 in respect of persons not in receipt of wages, salaries or other remuneration from their personal exertion;
- (c) under benefit 6 and 7 in excess of an aggregate of one hundred and four (104) weeks in all, in respect of any one disablement;
- (d) under benefit 8 and benefit 10 in excess of an aggregate of ten (10) weeks in all, in respect of any one disablement;
- (e) unless the results of bodily injury manifest within twelve (12) months of sustaining such bodily injury;
- (f) unless an injured Voluntary Worker will, as soon as possible after the occurrence of any bodily injury, procure and follow proper medical advice from a legally qualified medical practitioner;
- (g) for any amounts recoverable under a Medicare benefit or payable by any registered health benefits insurer;
- (h) for any fees or charges in relation to the provision in Australia of medical expenses, hospital treatment or ancillary benefits as defined by the *Health Insurance Act, 1973* (Cth) or where payment is otherwise prohibited by law.

► 2. We will not pay compensation in respect of claims arising out of:

- (a) illness;
- (b) attempted or intentional self injury or suicide;
- (c) attributable wholly or in part to childbirth or pregnancy, notwithstanding that miscarriage or childbirth may have been accelerated or induced by the bodily injury sustained;
- (d) a Voluntary Worker being under the influence of alcohol or any drug, other than a drug prescribed by a qualified medical practitioner.

Special conditions

1. If a Voluntary Worker becomes entitled to compensation under more than one of the benefits 1. to 5. in respect of the same bodily injury, the compensation payable will be cumulative up to one hundred percent (100%) of the compensation payable for benefit 1.
2. After the occurrence of any one of benefits 2. to 5. there will be no further liability under **Section 3** for these benefits in respect of the same Voluntary Worker.

Special definitions

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

Partial Disablement

means an injury which prevents a Voluntary Worker from:

- (a) carrying out a substantial part of the normal duties of such person's usual occupation, profession or business; or
- (b) where such person engages in more than one occupation, profession or business, any of them, as certified by a legally qualified medical practitioner.

Total Disablement

means an injury which entirely prevents a Voluntary Worker from:

- (a) carrying out all of the normal duties of such person's usual occupation, profession or business; or
- (b) where such person engages in more than one occupation, profession or business, all of them, as certified by a legally qualified medical practitioner.

WORKERS COMPENSATION

What We cover

When Your Schedule shows **Section 4** is selected, cover is provided for Your legal liability under the applicable workers compensation legislation of the State or Territory where Your Insured Property is situated. Workers compensation cover is provided under a separate policy and is subject to the terms and conditions of that policy.

Special provision

When **Section 4** is shown on the Schedule as selected cover is provided by:

Allianz Australia Insurance Limited in the Australian Capital Territory, Northern Territory, Western Australia and Tasmania.

We do not cover

- ▶ Workers Compensation in South Australia, Queensland, New South Wales or Victoria.

FIDELITY GUARANTEE

What We cover

We will indemnify You, in respect of fraudulent misappropriation of Your Funds committed during the Period of Insurance, up to:

- (a) the Sum Insured shown on the Schedule for **Section 5**.
- (b) \$5,000 for the cost of fees payable to external auditors that are reasonably and necessarily incurred to support a valid claim.

Exclusions – what We do not insure

► We will not pay for:

- (a) any fraudulent misappropriation unless and until You have exhausted Your rights and entitlements to payment pursuant to any other fidelity bond or fidelity fund of whatsoever nature that might exist pursuant to any law;
- (b) any fraudulent misappropriation committed after the initial discovery of loss;
- (c) any losses arising out of fraudulent misappropriation committed prior to the commencement of **Section 5**;
- (d) any claims arising out of losses discovered more than twelve (12) months after the expiry of **Section 5**.

OFFICE BEARERS LIABILITY

This Office Bearers Liability section is issued on a 'Claims made and notified basis'. This means **Section 6** responds to Claims first made against You during the Period of Insurance and notified to Us during that same period.

In the event of a Claim under this **Section 6**, You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

What We cover

1. We will pay up to the Sum Insured as shown on the Schedule:

- (a) (i) on Your behalf, all Loss for which You are not indemnified by Your Strata Community;
 - (ii) on behalf of Your Strata Community, all Loss for which they grant indemnification to You, as permitted or required by law, or for which Your Strata Community is vicariously liable at law;
- arising from any Claim first made against You individually or otherwise, or against Your Strata Community Manager while acting as an Office Bearer, during the Period of Insurance; and
- (b) reported to Us during the Period of Insurance,
- provided that Claims which do not comply with all of (a) and (b) above are not, other than as provided under **Special Condition 1 of Section 6**, the subject of this insurance or any indemnity.

2. Defence costs

We agree that in relation to any Claim under **Section 6**:

- (a) where indemnity has been confirmed by Us in writing, We will advance Defence Costs arising from such Claim;
- (b) where indemnity has not been confirmed by Us in writing, We will:
 - (i) where We elect to conduct the defence or settlement of such Claim, pay Defence Costs arising from such Claim; or
 - (ii) in any other case, We may at Our discretion advance the Defence Costs arising from such Claim.

In the event the Claim is withdrawn or that indemnity under **Section 6** is subsequently withdrawn or denied We will cease to advance Defence Costs and You will refund any Defence Costs advanced by Us to the extent that We are satisfied that You were not entitled to such Defence Costs, unless We agree in writing to waive recovery of such Defence Costs.

3. Reinstatement of the Sum Insured

When We have paid a Claim under **Section 6** and the limit of the Sum Insured for the Period of Insurance is exhausted, We will reinstate the Sum Insured once only to the amount that is shown on the Schedule, subject to Our right to charge reasonable additional Premium.

► This reinstatement shall not apply to:

- (a) any Claim, fact or circumstance that should have been or could have been notified to Us during the preceding Period of Insurance of **Section 6** or under an earlier Office Bearers Liability section issued by Us;
- (b) any Claim notified to Us for which a Loss payment has not been made;
- (c) any existing Claim on which a Loss payment has been made including any subsequent Claim that may arise from the same Event.

4. Total limit of Our liability

The maximum We will pay for all Claims in respect of any one Period of Insurance is:

- (a) the Sum Insured shown on the Schedule for **Section 6**; and
 - (b) when We have reinstated Your cover under **Insuring Clause 3**) an additional amount equal to that Sum Insured,
- inclusive of claimant's costs and expenses and Defence Costs incurred by Us.

Exclusions – what We do not cover

► We will not pay for:

1. Claims arising from any facts or circumstances that You knew of prior to or at the commencement of **Section 6**, or that a reasonable person in the circumstances could be expected to know, that may give rise to a Claim against You.
2. Claims brought about or contributed to by any dishonest or fraudulent, criminal or malicious act or omission of Yours or of any person at any time employed by You.

However this exclusion does not apply to:

- (a) any party or entity not committing or condoning any such act or omission; and
- (b) the costs incurred by You in successfully defending any Claim or suit made against You.

3. Claims for death, bodily injury, sickness, disease, or damage to property.

However this exclusion will not apply to Loss or Damage to Documents that are Your property, or entrusted to You, or costs and expenses incurred by You in replacing or restoring such Documents.

4. Claims resulting from Your intentional decision not to effect and maintain insurances as required by the Strata Schemes Management Act, Strata Titles Act, Community Titles Act, Company Titles Act or similar legislation applying where the Insured Property is situated.
5. Claims arising out of 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 are not legally entitled or for which You may be held accountable to Your Strata Community or any individual Member thereof.
8. any money or gratuity given to or taken by You without authorisation by Your Strata Community where such authorisation is necessary pursuant to the articles of Your Strata Community or prescribed law.

9. Claims arising from a conflict of duty or interest of Yours.
10. any intentional exercise of power by You where the exercise of that power is for a purpose other than the purpose for which such power was conferred by the articles of Your Strata Community.
11. any Claim made or threatened or in any way intimated on or before the commencement date specified on the Schedule, except as otherwise provided in **Special Condition 1** of **Section 6**.
12. Claims first notified to Us after the expiry of **Section 6**, except as otherwise provided in **Insuring Clause 1.(b)**.
13. Claims brought against Your Strata Community Manager or any other contracted person(s), firm or company when acting in their professional capacity, except as otherwise provided in **Insuring Clause 1.(a)**.
14. Claims brought against You in a court of law outside Australia.

Special conditions

1. Continuous cover

We agree that if there is a fact or circumstance that should have been or could have been notified to Us during the preceding Period of Insurance of **Section 6** or under an earlier office bearers liability cover issued by Us, We will accept the notification of such fact or circumstance under **Section 6** subject to the following provisos:

- (a) We have continuously been the insurer in respect of office bearers liability cover between the date when such notification should have been given and the date when such notification was in fact given; and
- (b) the terms and conditions applicable to this **Special condition 1** and to that notification will be the terms and conditions, including the Sum Insured and Excess, applicable to **Section 6** current at the time when the notification could or should have been made.

2. Excess

Whenever an Excess is shown on the Schedule, You have to pay or contribute the stated amount for each Claim covered under this **Section 6**.

If more than one person or entity makes a Claim for the same Wrongful Act, that is deemed to be a single Claim for the purpose of application of the Excess.

Only one Excess is payable for Claims arising from the one originating cause or source.

3. Jurisdiction

Any dispute arising out of or under **Section 6** will be subject to the laws of Australia.

4. Reporting and notice

A Claim will be considered to have been first reported to Us at the time You first give written notice to Us that a Claim has been made against You for such Wrongful Act.

5. Settlement

If You refuse to consent to any settlement recommended by Us and elect to continue any legal proceedings in connection therewith, Our liability for the Claim will not exceed the amount for which the Claim was recommended to be settled for including the costs and expenses incurred up to the date of such refusal.

6. Severability and non-imputation

We agree that where **Section 6** insures more than one party, any conduct on the part of any party or parties whereby such party or parties:

- (a) failed to comply with the duty to take reasonable care not to make a misrepresentation in terms of the *Insurance Contracts Act 1984* (Cth); or
- (b) failed to comply with any terms or conditions of **Section 6**,

will not prejudice the rights of the remaining party or parties to indemnity as may be provided by **Section 6**, subject to the following provisos:

- (i) such remaining party or parties be entirely innocent of and have no prior knowledge of any such conduct; and
- (ii) as soon as is reasonably practicable upon becoming aware of any such conduct advise Us in writing of all known facts in relation to such conduct.

7. Subrogation

When We admit a Claim under **Section 6** We will, subject to the *Insurance Contracts Act 1984* (Cth), be subrogated to all Your rights of recovery against all persons or organisations and You will take reasonable steps to execute and deliver instruments and papers and to do all that is necessary to assist Us in the exercise of such rights.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 6** when they begin with a capital letter.

Claim, Claims

means:

- (a) a written or verbal allegation of any Wrongful Act; or
- (b) a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading alleging any Wrongful Act; or
- (c) a criminal proceeding commenced by a summons or charge alleging any Wrongful Act.

Defence Costs

means costs, charges and expenses (other than Your fees, salaries or salaries of Your employees) incurred by Us or with Our written consent (such consent not to be unreasonably withheld):

- (a) in the investigation, defence, monitoring or settlement of any Claim or proceedings and appeals therefrom together with the costs of appeal;
- (b) in the legally compellable attendance by an Office Bearer at any official investigation into the affairs of Your Strata Community.

Documents

means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whether written, printed or reproduced by any other method but does not include currency notes or negotiable instruments of any kind.

Loss

means the amount payable in respect of a Claim made against You for a Wrongful Act and will include damages, judgements, settlements, orders for costs and Defence Costs.

Office Bearer

means:

- (a) a person or other entity appointed by Your Strata Community to act as an officer or member of a committee or council of the Strata Community;
- (b) a Strata Community Manager acting in the capacity of an officer or member of a committee or council of the Strata Community;
- (c) a person invited by an officer or member of a committee or council of the Strata Community to assist in the management of Your Strata Community affairs;

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

Wrongful Act

means any error, misstatement, act or omission, or neglect or breach of duty made, committed, attempted or allegedly made, committed or attempted by You or any matter claimed against You solely by reason:

- (a) of You serving as an Office Bearer; or
- (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 of Your Strata Community.

Where any such Wrongful Act results in more than one Claim covered by Us under this or another Policy, all such Claims will jointly constitute one Loss and be deemed to have originated in the earliest Period of Insurance in which any of such Wrongful Acts is first reported to Us.

MACHINERY BREAKDOWN

In the event of Insured Damage under **Section 7**, You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

What We cover

This Section contains **Parts A** and **B** that provide cover against the following Events that occur during the Period of Insurance.

SECTION 7: PART A

1. We will pay up to the Sum Insured shown on the Schedule for **Section 7**, against Insured Damage to an Insured Item on the basis set out in "Claims – basis of settlement", including the cost of:

- (a) (i) expediting repair including overtime working;
- (ii) express or air freight on recognised / scheduled services;
- (iii) replacing oil and refrigerant gas from air-conditioning units or refrigeration units;
- (iv) hiring a temporary replacement item where such cost is necessary to maintain a vital service of Yours;

and provided that the Insured Item is:

- (b) (i) contained at Your Situation; and
- (ii) is in the ordinary course of working at the time Insured Damage occurs.

SECTION 7: PART B

Cover under **Part B** applies to You and Lot Owners. The combined total amount We will pay under **Part B** arising out of any one Event that is admitted as a claim under **Section 7** is limited to twenty percent (20%) of the Sum Insured for **Section 7** or such other percentage as We may agree in writing. The following benefits 1 – 3 of **Part B** are included in addition to the Sum Insured for **Section 7**.

1. Rent

When the Common Area or a Lot has been leased out, or can be substantiated by means of a signed agreement or other reasonable evidence that the Common Area or Lot would have been leased out but for the Loss or Damage We will pay You and/or the Lot Owner for the Rent that is lost or would have been lost if Insured Damage occurs and the Common Area or Lot is made unfit to be occupied for its intended purpose by Insured Damage that is admitted as a claim under **Section 7**.

We will pay:

- (a) from the time of the Insured Damage until the time the Common Area or Lot is relet following completion of repairs or replacement provided You or they demonstrate that all reasonable actions have been taken to obtain a new Tenant; or
- (b) the amount of any reasonable rental rebate that is negotiated with an existing Tenant following the happening of Insured Damage until completion of repairs or replacement.

► When the Insured Damage to Your Insured Item is repaired or replaced, We will only pay up to a maximum of three (3) months following the completion of the repair or replacement.

2. Temporary accommodation

When a Lot Owner occupies their Lot We will pay the reasonable cost of Temporary Accommodation they necessarily incur if their Lot is made uninhabitable by Insured Damage that is admitted as a claim under **Section 7**.

We will pay from the time of the Insured Damage until the time they are able to reoccupy their Lot following completion of repairs or replacement.

► When the Insured Damage to Your Insured Item is repaired or replaced, We will only pay up to a maximum of three (3) months following the completion of the repair or replacement.

3. Emergency accommodation

When a Lot is occupied by a Lot Owner or Tenant for residential purposes We will pay:

- (a) the Lot Owner; and/or
- (b) the Tenant named on the lease, rental or similar type agreement;

up to \$2,500 a Lot, irrespective of the number of people occupying the Lot, for the reasonable cost of emergency accommodation necessarily incurred in circumstances where two (2) or more Lots are made uninhabitable due to Insured Damage to Your Insured Item that is admitted as a claim under **Section 7**.

Exclusions – what We do not cover

► We will not pay for:

1. Damage caused by or arising from:

- (a) Wear and Tear, smut, smoke, soot, rust, corrosion, oxidisation or scale formation;
- (b) Erosion, Earth Movement, sea, high water, high tide, Storm Surge, tidal wave, or Flood;
- (c) an Event that is claimable under **Section 1**;
- (d) chipping, scratching or discolouration of painted, polished or finished surfaces;
- (e) the deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving that had not previously penetrated completely through the entire thickness of the material of the Insured Item, notwithstanding that repair or renewal of the part affected may be necessary either immediately or at some future time, except where caused by Insured Damage and You did not know or should not reasonably have known of the pre-existing condition;
- (f) the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions or ordinary use;
- (g) the tightening of loose parts, recalibration or adjustments; or
- (h) the carrying out of tests involving abnormal stresses or the intentional overloading of any Insured Item.

2. Damage to:

- (a) glass, porcelain or ceramic components;
 - (b) defective tube joints or other defective joints or seams;
 - (c) any valve fitting, shaft seal, gland packing joint or connection except where caused directly by Insured Damage;
 - (d) foundations, brickwork, and refractory materials forming part of an Insured Item;
 - (e) television, video or audio equipment other than security system equipment;
 - (f) expendable items such as electrical and electronic glass bulbs, tubes, lamps and x-ray tubes;
 - (g) electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, microprocessor and/or controller units, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;
 - (h) computers, telecommunication transmitting and receiving equipment, Electronic Data processing equipment, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, stationery and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating electrical wiring, water and gas piping and all other plant and equipment not owned by You; or
 - (i) plant that has been hired or is on loan unless We specifically agree in writing.
3. Consequential loss of any kind other than that which is specifically stated. This means We don't cover You for anything not expressly described in the cover sections of this Policy. Some examples of what We won't pay for include loss of use or Depreciation.
4. Damage caused by the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.
5. Damage occurring during installation or erection other than the dismantling, movement and re-erection for the purpose of cleaning, inspection, repair or installation in another position within the Situation.
6. Damage that is claimable from any manufacturer, supplier, engineer or other person under the provisions of any maintenance or warranty agreement.
7. Loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts.
8. The cost of converting refrigeration/air-conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas.

Claims – basis of settlement

We will at Our option (acting reasonably) repair or replace the Insured Item or pay for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Insured Damage.

We will not make any deduction for Depreciation in respect of parts replaced.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

Special conditions

1. Excess

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

2. Claims Preparation Costs

We will pay up to \$10,000 for the reasonable costs and other expenses You necessarily incur with Our prior written consent in the preparation of a claim under **Section 7**.

Special definitions

The words listed below have been given a specific meaning and these specific meanings apply to **Section 7** when the words begin with a capital letter.

Insured Damage

means sudden and accidental physical Loss or Damage to the Insured Item that occurs during the Period of Insurance and requires repair or replacement to allow continuation of use.

Insured Item

means:

- (a) lifts, elevators, escalators, inclinators and car stackers provided they are subject to a current comprehensive maintenance agreement;
- (b) all other electrical, electronic and mechanical machinery, boilers and pressure vessels and similar plant,

providing they form part of Your Insured Property or its services.

CATASTROPHE INSURANCE

What We cover

SECTION 8: PART A

We will pay up to the Sum Insured shown on the Schedule for **Section 8**, against the unforeseen increase in the cost of Replacement of Your Insured Property if it is destroyed, or We declare it a Constructive Total Loss, following Loss or Damage admitted as a claim under **Section 1** due to:

- (a) the happening of a Catastrophe; or
- (b) another Event that occurs not later than sixty (60) days after a Catastrophe, provided Your Insured Property has been continuously insured with Us for that period.

SECTION 8: PART B

Cover for benefits 1 to 4 of **Part B** applies to You and Lot Owners. The total amount We will pay under benefits 1 to 4 of **Part B** of **Section 8** is limited to twenty percent (20%) of the Sum Insured for **Section 8** as shown on Your Schedule, or such other percentage as We may agree in writing.

Benefits 1 to 4 are included in addition to the Sum Insured for **Section 8** and apply when Loss or Damage occurs that is covered under **Section 8**.

1. Rent

When the Common Area or a Lot has been leased out, or can be substantiated by means of a signed agreement or other reasonable evidence that the Common Area or Lot would have been leased out but for the Loss or Damage, We will pay You the Rent that is lost or would have been lost if the Common Area or Lot is unfit to be occupied for its intended purpose due to the happening of Loss or Damage covered under **Section 8 - Part A**.

We will pay from the time indemnity provided under benefit 1.(a) of **Part B** of **Section 1** is expended until the time Your Lot or Common Area is relet following completion of rebuilding, replacing or repairing provided You demonstrate that all reasonable actions have been taken to relet the Common Area or Lot.

▶ When the Loss or Damage to Your Insured Property is not rebuilt, replaced or repaired, We will only pay for the time it would have reasonably taken to rebuild, replace or repair Your Common Area or Lot up to a maximum of twelve (12) months.

2. Temporary accommodation

When You occupy Your Lot We will pay the reasonable cost of Temporary Accommodation You necessarily incur if Your Lot is made uninhabitable due to the happening of Loss or Damage covered under **Section 8 - Part A**.

We will pay from the time indemnity provided under benefit 1.(b) of **Part B** of **Section 1** is expended until the time You are able to reoccupy Your Lot following completion of rebuilding, replacing or repairing.

▶ When the Loss or Damage to Your Insured Property is not rebuilt, replaced or repaired, We will only pay for the time it would have reasonably taken to rebuild, replace or repair Your Common Area or Lot up to a maximum of twelve (12) months.

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 such undamaged portion to Your Situation when restoration work is completed;
- (d) insuring Your undamaged Insured Property during such removal, storage and return.

4. Evacuation costs

When You occupy Your Lot for residential purposes We will pay Evacuation Costs necessarily incurred by You, or any person or persons permanently residing with You, following an order issued by a public or statutory authority or body, entity or person so empowered by law, to evacuate Your Lot.

Claims – basis of settlement

Following Loss or Damage covered under **Section 8 – Part A**, the unforeseen increase in the cost of Replacement is calculated as the difference between the actual cost of Replacement and the greater of either:

- (a) the cost for Replacement of Your Insured Property immediately prior to the Loss or Damage; or
- (b) the Sum Insured for **Section 1 - Part A** in force at the time of the Loss or Damage.

Special provisions

1. No payment will be made under **Section 8** until such time as the unforeseen increase in the cost of Replacement is calculated in accordance with "Claims – basis of settlement".
2. In certifying the cost of Replacement of Your Insured Property at the time immediately prior to the Loss or Damage covered under **Section 8 – Part A** the qualified valuer, loss adjuster or other suitably qualified person will use as the basis of certification:
 - (a) the definition of Replacement in this Policy;
 - (b) benefits covered under **Section 1 – Part A**; and
 - (c) relevant building industry standards and cost of materials guides.
3. After any difference or dispute arises under the Policy relating to calculations for purposes of the "Claims – basis of settlement" provision in **Section 8** You and We may or may not choose to enter into a separate agreement to refer the matter to the President of the Australian Property Institute Inc. who will appoint a specialist qualified valuer. The valuer's decision will, if both You and We so agree, be final and binding. The valuer will also if both You and We agree decide as to payment of the costs of such referral.

Special conditions

Terms and conditions

Section 8 is subject to the same terms, conditions and exclusions as **Section 1** and General exclusions except as they may be expressly varied herein.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 8** when they begin with a capital letter.

Catastrophe

means an Event declared by the Insurance Council of Australia to be a catastrophe.

Evacuation Costs

means costs necessarily incurred for transport to the designated place of evacuation and to Your Situation from the place of evacuation to resume permanent residency.

GOVERNMENT AUDIT COSTS AND LEGAL EXPENSES

In the event of a claim under this **Section 9**, You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

SECTION 9: PART A

Government audit costs

What We cover

1. We will pay up to the Sum Insured shown on the Schedule for **Section 9 – Part A** for Professional Fees You reasonably incur with Our written consent in connection with an Audit first notified to You verbally or in writing during the Period of Insurance.

We will not pay more than the Sum Insured for:

- (a) any Audit first notified to You during the Period of Insurance including any such Audit notified but not finalised until a subsequent Period of Insurance;
 - (b) all Audits notified to You in any one Period of Insurance.
2. We will pay up to \$1,000 in any one Period of Insurance for Professional Fees You reasonably incur with Our written consent in connection with a Record Keeping Audit.

Exclusions – what We do not cover

- ▶ 1. We will not pay for Professional Fees:
 - (a) if prior to the commencement of the Period of Insurance You, or any person acting on Your behalf:
 - (i) received any notice of a proposed Audit;
 - (ii) had information that an Audit was likely to take place; or
 - (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; or
 - (iii) by the due date.
 - (c) for any Audit that is conducted specifically for the purposes of determining if a fine, penalty or prosecution should be imposed in connection with:
 - (i) any act or omission by You; or
 - (ii) any failure, act or omission arising from or in connection with Your statutory obligations.
 - (d) charged by someone other than a Professional Adviser unless We have given Our prior written consent.
 - (e) relating to the Audit of Your taxation and financial affairs unless the return is first lodged:
 - (i) during the Period of Insurance; or
 - (ii) not more than twelve (12) months prior to the original commencement date of **Section 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) to the extent We are prejudiced by You breaching any conditions in this Policy, including if You fail to take reasonable steps to comply with any requirement imposed by any relevant legislation or fail to do what You must do if You intend to make a claim or You make a claim.
- 2. We will not under any circumstances pay for the cost of:
- (a) any fines, penalties, interest or adjustment of tax, additional tax, duty, government impost or similar charges.
 - (b) any review pertaining to You maintaining any industry status, licence, membership or compliance with any employee related legislation or regulations.
 - (c) the gathering of data or information by any government, statutory body, authority or agency that is not directly part of an Audit.

Special conditions

1. You must:

- (a) make all efforts to comply with the relevant legislation, procedures and guidelines issued by the Australian Taxation Office, or Commonwealth, State or Territory Department, statutory body or agency in relation to the maintenance of records, books and documents;
- (b) lodge taxation and other statutory returns within the prescribed time limits or if an extension is granted within the further period granted;
- (c) upon becoming notified of an Audit or impending Audit promptly inform Strata Community Insurance by telephone, in writing or in person;
- (d) obtain Strata Community Insurance's written approval before engaging a Professional Adviser, other than Your accountant, and notify them of all Professional Fees Your accountant proposes to charge. Please contact Us to confirm approval for these costs.

2. An Audit:

- (a) commences at the time You first receive notice that an Auditor proposes to conduct an Audit; and
- (b) is completed when:
 - (i) the Auditor has given written notice to that effect; or
 - (ii) the Auditor notifies You that it has made a Final Decision of a Designated Liability; or
 - (iii) when the Auditor has issued an assessment or amended assessment of a Designated Liability.

SECTION 9: PART B

Appeal expenses – health and safety breaches

What We cover

We will pay up to the Sum Insured shown on the Schedule for **Section 9 – Part B** for Appeal Expenses You necessarily incur with Our consent in appealing against:

- (a) an improvement or prohibition notice issued to You under any workplace, occupational health, safety or similar legislation applying where Your Insured Property is situated; or
- (b) a determination made against You by a review committee, arbitrator, tribunal or court under any workplace occupational health, safety or similar legislation applying where Your Insured Property is situated.

► We will not pay:

- (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 same period.
- (b) more than the Sum Insured for **Section 9 Part B** for:
 - (i) any notice or determination first made or first brought against You during the Period of Insurance including any such notice or determination not finalised until a subsequent Period of Insurance;
 - (ii) all notices and determinations first notified or made in any one Period of Insurance.
- (c) in respect of any improvement or prohibition notice unless it arises out of Your failure to provide and maintain so far as is reasonably practicable:
 - (i) a safe working environment;
 - (ii) a safe system of work;
 - (iii) plant and substances in a safe condition; or
 - (iv) adequate facilities of a prescribed kind for the welfare of Your employees.

SECTION 9: PART C

Legal defence expenses

What We cover

We will pay up to the Sum Insured shown on the Schedule for **Section 9 – Part C** for Legal Defence Expenses You necessarily incur with Our written consent in connection with litigation arising out of a claim first made or first brought against You:

- (a) in connection with Your 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 race relations, sexual discrimination or any other Australian anti-discrimination Legislation.

Legal Defence Expenses associated with any appeal which We consent to or which We bring under **Special condition 1** are included in the Sum Insured for **Part C** for the Period of Insurance in which the claim under appeal was first made or brought against You.

► We will not pay:

- (a) unless:
 - (i) any such claim is first made or first brought against You during the Period of Insurance;
 - (ii) You report it to Us during the Period of Insurance; and
 - (iii) We agree there are reasonable grounds for the defence of any such claim.
- (b) more than the Sum Insured for **Part C** for:
 - (i) any claim first made or first brought against You during the Period of Insurance including any such claim not finalised, or appeal not brought or finalised, until after the Period of Insurance has expired;
 - (ii) all claims first made or first brought against You in any one Period of Insurance and any appeals in relation to those claims.

Excess and Contribution

For each and every claim made or brought against You, You must pay:

- (a) by way of Excess - the amount shown on the Schedule; plus
- (b) by way of Contribution - the percentage shown on the Schedule.

Examples based on a Sum Insured of \$50,000:	(1)	(2)	(3)
Cost of Legal Expenses	\$20,000	\$50,000	\$80,000
less Your Excess (e.g. \$1,000)	\$1,000	\$1,000	\$1,000
Net fees after the deduction of the Excess	\$19,000	\$49,000	\$79,000
less Your Contribution (e.g. 10% of the net fees)	\$1,900	\$4,900	\$7,900
Amount claimable (*Sum Insured limit)	\$17,100	\$44,100	\$50,000*

Exclusions – what We do not cover under Part C

- 1. We will not pay Legal Defence Expenses for any claim:
 - (a) that You have defended without Our written consent;
 - (b) that You have defended contrary to or in a different manner from that advised by the Appointed Representative, to the extent that any additional Legal Defence Expenses are incurred as a result;
 - (c) where cover is available to You within any other section of this Policy or would have been available but for the operation of any clause limiting or excluding cover, even if You did not purchase that cover;
 - (d) arising from circumstances that You knew of prior to the commencement of **Section 9**, or that a reasonable person in the circumstances could be expected to know, to be circumstances that may give rise to a claim against You;
 - (e) arising from a deliberate act, including a deliberate act of fraud or dishonesty, on Your part if a judgment or other final adjudication adverse to You establishes that such act was committed or attempted by You with actual dishonest purpose or intent and was material to the cause of action so adjudicated;
 - (f) between You and Us including Our Directors, employees or agents;
 - (g) that involves a conflict of duty or interest of Yours; or
 - (h) made or threatened or in any way intimated on or before the commencement date shown on the Schedule.
- 2. We will not pay for:
 - (a) the cost of litigation or proceedings initiated by You;
 - (b) the payment of any compensation or damages of any kind; and
 - (c) Legal Defence Expenses associated with any appeal unless the claim under appeal was first made or brought against You during the Period of Insurance.

Special conditions

1. Appeal procedure

If You are dissatisfied with any decision made by a court or tribunal and wish to appeal against that decision, You must:

- (a) make a further written application to Us for Our written consent at least five (5) clear business days prior to the expiry of the time for instituting an appeal; or
- (b) if the time allowed by law to appeal is less than five (5) clear business days, You must advise Us as soon as practicable.

Your application or advice must state the reasons, as fully as possible, for making an appeal.

If We are dissatisfied with any decision made by a court or tribunal and wish to appeal that decision You must reasonably cooperate with Us in the bringing of such an appeal. In this event We will pay all costs involved.

2. Bill of costs

You must forward Us all bills of costs or other communications relating to fees and expenses as soon as practicable after receipt by You. If requested by Us, You will instruct the Appointed Representative to submit the bill of costs for taxation or adjudication by any relevant professional body, court or tribunal.

You must not without Our written approval enter into any agreement with the Appointed Representative as to the level of fees and expenses to be charged. Further You must not represent to the Appointed Representative that all fees and expenses charged to Your account are insured by this Policy.

3. Consent

We will not be liable to indemnify You unless You have first obtained Our specific written consent to incur Legal Defence Expenses in the defence of any claim made or brought against You. Please contact Us to confirm consent to these Legal Defence Expenses. The granting of any such consent will not be unreasonably withheld.

4. Information to be given to the Appointed Representative

You will at all times and at Your own expense give to the Appointed Representative all such information and assistance as reasonably required. You will take reasonable steps to ensure that You give a complete and truthful account of the facts of the case, supply all documentary and other evidence in Your possession relating to the claim, obtain and sign all documents required to be obtained and signed and attend any meetings or conferences when requested.

5. Jurisdiction

Any dispute arising out of or under **Section 9** will be subject to the laws of Australia.

6. Nomination of Appointed Representative

You may request Us to nominate a solicitor to act as Your Appointed Representative or if You elect to nominate Your own solicitor to act as the Appointed Representative, You must submit the name and address of that solicitor to Us. We may accept or refuse such nomination and We cannot unreasonably withhold Our consent.

After any difference or dispute arises under the Policy relating to the nomination of an Appointed Representative You and We may or may not choose to enter into a separate agreement to refer the matter to the President of the Law Society within Your State 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. The decision of the President of the Law Society within Your State will, if both You and We so agree, be final and binding. In all cases the Appointed Representative will be appointed in Your name and will act on Your behalf.

7. Offer of settlement

You must inform Us as soon as reasonably possible if You receive an offer to settle a claim. If You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay. If such offer of settlement is, in Our judgment, considered to be fair and reasonable and You withhold Your agreement to such a settlement and elect to continue legal proceedings Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such settlement offer.

Further if You refuse a recommendation by the Appointed Representative to settle a claim and elect to continue legal proceedings, Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such refusal.

8. Our access to the Appointed Representative

You will do all things reasonably necessary to allow Us to obtain from the Appointed Representative any information, report, documents or advice relating to the claim. However You will not be prejudiced if the Appointed Representative refuses to make such information, report, documentation or advice available to Us on the grounds that to do so might prejudice Your interests in any litigation that is involved or may be commenced.

9. Recovery of Legal Defence Expenses

If You are awarded costs, You must take all reasonable steps to recover such fees and expenses for which You are indemnified by **Part C**. All such fees and expenses actually recovered will be taken into account when calculating Our liability.

10. Reporting and notice

A specific claim will be considered to have been first reported to Us at the time You first give written notice to Us of the receipt of written or oral notice from any party or entity that it is the intention of such party or entity to hold You responsible for a civil or criminal act.

11. Subrogation

In the event of a payment under **Part C** to You or on Your behalf We will, subject to the *Insurance Contracts Act 1984* (Cth), be subrogated to all Your rights of recovery of Legal Defence Expenses against all persons or organisations and You will take reasonable steps to execute and deliver instruments and papers and to do all that is necessary to assist Us in the exercise of such rights.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 9** when they begin with a capital letter.

Appeal Expenses

means legal costs, professional costs and other disbursements necessarily and reasonably incurred with Our consent in connection with a claim brought against You.

Appointed Representative

means a solicitor, barrister, assessor, consultant, investigator or other appropriately qualified person instructed to act on Your behalf in connection with any claim with respect to which Legal Defence Expenses are payable under **Section 9**.

Audit

means an audit or investigation of Your taxation and financial affairs by the Australian Taxation Office, or by a Commonwealth, State or Territory Department, statutory body or agency in relation to and following the lodgement of Your return(s), including but not limited to Business Activity Statement (BAS), Capital Gains Tax, Fringe Benefits Tax, Income Tax, Prescribed Payment and Group Tax Returns, Payroll Tax, Stamp Duty, Compliance with *Superannuation Industry Supervision Act 1993* (Cth) 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.

Contribution

means the proportion of Legal Defence Expenses payable by You in addition to the Excess. The Contribution is payable on the net Legal Defence Expenses after deduction of the Excess.

Designated Liability

means Your obligation to pay an amount under Commonwealth, State or Territory Legislation.

Final Decision

means a written notification of the Auditors' completed views in connection with a Designated Liability and includes any written statement that is intended by the Auditor to be its findings or the basis upon which it proposes to act in connection with a Designated Liability.

Legal Defence Expenses

means the reasonable:

- (a) fees, expenses and other disbursements necessarily and fairly incurred by You through an Appointed Representative in connection with any claim brought against You including costs and expenses of expert witnesses as well as those incurred by Us in connection with any such claim;

- (b) legal fees, expenses and other disbursements necessarily and fairly incurred in appealing or resisting an appeal from the judgment or determination of a court, arbitrator or tribunal.

Professional Adviser

means:

- (a) an accountant who is a member of a nationally recognised accounting body, registered tax agent or tax consultant;
- (b) any other professional person or consultant engaged by or at the recommendation of the accountant with Our prior written approval but does not mean You or any person working for You under a contract of employment.

Professional Fees

means the reasonable and necessary fees, costs and disbursements incurred in connection with an Audit that would be payable by You to Your Professional Adviser for work undertaken in connection with an Audit, but does not mean or include fees, costs and disbursements that:

- (a) form part of an annual or fixed fee or cost arrangement; or
- (b) relate to any subsequent objection or appeal or request for review in respect of the Audit, or any assessment, amended assessment or Final Decision of the Auditor; or
- (c) were rendered by a third party in relation to which Our written consent was not obtained before those fees were incurred; or
- (d) relate to or are associated with the preparation of any accounts, financial statements or documents or to any attendance or service that would have been or would or should ordinarily or prudently have been prepared prior to or at the time that the lodgement of any return or document was required to be lodged in connection with a Designated Liability.

Record Keeping Audit

means any enquiry or investigation, other than an Audit, to determine the extent of Your compliance with the record keeping requirements of relevant legislation that You have to comply with.

LOT OWNERS' FIXTURES AND IMPROVEMENTS

What We cover

When You have exhausted Your Sum Insured under **Part A of Section 1** We will pay up to the amount shown in the Schedule for **Section 10** any one Lot for:

- (a) Loss or Damage to Lot Owners' Fixtures and Improvements caused by an Event claimable under **Section 1**; and
- (b) which occurs during the Period of Insurance.

The total amount We will pay under **Section 10** arising out of any one Event that is admitted as a claim is limited to ten percent (10%) of the Sum Insured for **Section 1** or such other percentage as We may agree in writing.

Section 10 is subject to the same terms, conditions and exclusions as **Section 1** and General exclusions except as they may be expressly varied herein.

Claims – basis of settlement

If Lot Owners' Fixtures and Improvements are lost or damaged, We may choose (acting reasonably) to either replace, repair or pay the amount it would cost to replace or repair.

The amount We pay under **Section 10** will be the cost of Replacement at the time of Replacement subject to the following provisions:

- (a) the necessary work of replacing or repairing must be commenced and carried out without unreasonable delay (provided that You will not be responsible for any delay caused by Us);

- (b) if You cause unreasonable delays in commencing or carrying out replacement or repair, We will not pay any extra costs that result from that delay;
- (c) where materials used in the original construction are not readily available We will use the nearest equivalent available; and
- (d) when We choose to pay the amount it would cost to rebuild, replace or repair, We will pay You the reasonable cost to rebuild, replace or repair.

► We will not pay for any costs:

- (i) to rebuild, replace, repair, upgrade, alter or remove Your undamaged Insured Property;
- (ii) to rebuild, replace, repair, upgrade, alter or remove Illegal or Non-Compliant Installations.

Special definition

The words listed below have been given a specific meaning and apply to **Section 10** when they begin with a capital letter.

Lot Owners' Fixtures and Improvements

means any fixture or structural improvement, other than Floating Floors, installed by a Lot Owner for their exclusive use and which is permanently attached to Your Building, including any improvements made to an existing fixture or structure.

LOSS OF LOT MARKET VALUE

What We cover

If during the Period of Insurance Your Insured Property suffers Loss or Damage by an Event claimable under **Section 1** and permission to rebuild is limited or restricted under an ordinance or regulation issued by a public or statutory authority We will, if the loss results in:

- (a) a total loss or Constructive Total Loss of Your Insured Property and Your Strata Community Title and all Lot Titles are terminated; or
- (b) a partial loss resulting in some but not all Lot Titles being terminated;

pay You the difference between:

- (i) the Market Value of the Lot(s) immediately prior to the happening of Loss or Damage; and
- (ii) the amount calculated on the percentage that the Lot(s) entitlement bears to the total Strata Community entitlement in respect of:
 - the Sum Insured for **Section 1** on the basis of Agreed Value; and
 - the Market Value of the Strata Community land following Loss or Damage.

The total amount We will pay for all Lots shall not exceed the Sum Insured shown on the Schedule for Section 11.

Example 1

All Lots Titles are terminated:

Market Value of all Lots prior to Loss or Damage occurring	\$10,000,000
less Sum Insured payout under Section 1	\$7,000,000
less sale/value of land	\$2,000,000
net loss of Market Value	\$1,000,000

Amount recoverable if the Sum Insured under **Section 11** is:

(a) \$1,000,000 or greater	\$1,000,000
(b) \$500,000	\$500,000

Example 2

All Lots Titles are terminated:

Market Value of the individual Lots prior to Loss or Damage occurring	\$1,000,000
less Lot entitlement to Section 1	\$700,000
less Lot entitlement to sale/value of land	\$200,000
net loss of Market Value	\$100,000

Amount recoverable if the Sum Insured under **Section 11** is:

(a) \$1,000,000 or greater	\$100,000
(b) \$500,000	\$100,000

Special conditions

1. Following loss no payment will be made under **Section 11** until such time as all or specific Lot Titles have been terminated and a valuation has been provided to Us detailing:
 - (a) the Market Value of Lots where Title has been terminated at the time immediately prior to Loss or Damage; and
 - (b) the Market Value of Your land after loss.

These valuations must be certified by a specialist valuer who is registered and qualified to carry out such valuations in accordance with accepted valuation practices of the Australian Property Institute Inc.
2. After any difference or dispute arises under the Policy relating to such valuations You and We may or may not choose to enter into a separate agreement to refer the matter to the President of the Australian Property Institute Inc. who will appoint a specialist valuer who is registered and qualified to carry out such valuations in accordance with accepted valuation practices. The valuer's decision will, if both You and We so agree, be final and binding. The valuer if both You and We agree also decide as to payment of the costs of such referral.

Special definitions

Market Value

means the price reasonably obtainable for property in the general market.



**STRATA
COMMUNITY
INSURANCE**

stratacommunityinsure.com.au
1300 SCINSURE (1300 724 678)
myenquiry@scinsure.com.au



Residential
Strata



Commercial
Strata



Community
Association

Caveat 14583350

X 14583350

Lodged: 31 July 2025 11:06:23 AM
1 OF 1

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

Entered 06 August 2025 11:50:30 AM and Notices sent to Caveatee.

Form C1
Version 40.5



CAVEAT

Responsible Subscriber: MELLOR OLSSON (EL - PEXA) (E100151)
Customer Reference: AP1 A250865 Easton

ELN Lodgement Case ID: 1432818678
ELN Workspace ID: 13790553

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

LAND DESCRIPTION

THE WHOLE OF THE LAND IN CT VOLUME 5048 FOLIO 898

CAVEATOR- PERSON LODGING CAVEAT (Full name and address)

MEGAN AMY EASTON OF 6 HEATHER RD ALDGATE SA 5154

CAVEATEE- REGISTERED PROPRIETOR (Full name and address)

BRENTON JOHN BOCK OF 15 BURKE ST TUSMORE SA 5065

THE CAVEATOR CLAIMING

An equitable estate or interest as mortgagee over the whole of the land described pursuant to an agreement (or mortgage) made between the caveator and the caveatee dated 09 May 2025

PERMITS THE REGISTRATION OR RECORDING OF ANY INSTRUMENT AFFECTING THE ESTATE OR INTEREST OF THE CAVEATEE IN THE LAND DESCRIBED SUBJECT TO THE CLAIM OF THE CAVEATOR, AND PROVIDED THAT THE CAVEATOR HAS GIVEN ITS WRITTEN CONSENT TO THE DEALING

Address for Service of Notices and Proceedings: Mellor Olsson Lawyers L 6 89 Pirie ST Adelaide SA 5000

DATED 31 JULY 2025

CERTIFICATION

The Certifier has taken reasonable steps to verify the identity of the caveator or his, her or its administrator or attorney.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Anna Pantelios

Practitioner Certifier

For: MELLOR OLSSON

On behalf of: MEGAN AMY EASTON

This is a representation of an instrument that was electronically lodged

