

Form 1 - Vendor's statement

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

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Preliminary

To the purchaser:

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

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

Part A - Parties and land

1 Purchaser:

Address:

2 Purchaser's registered agent:

Address:

3 Vendor:

Malcolm George Villis

Address:

28 Waratah Avenue

Marion Bay SA 5575

4 Vendor's registered agent:

Josh Morrison

Address:

74 Brighton Road

Glenelg East SA 5045

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

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

Certificate of Title - Volume: 6150 Folio: 797

2D Gemmell Street, Brighton SA 5048

Lot 201 Primary Community Plan 28516

In the Area named Brighton

Hundred of Noarlunga

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

To the purchaser:

Right to cool-off (section 5)

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

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

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

2 - Time for service

The cooling-off notice must be served -

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

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

3 - Form of cooling-off notice

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

4 - Methods of service

The cooling-off notice must be -

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

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

(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:

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

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

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

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

5 - Effect of service

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

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

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:

<input type="checkbox"/> I I/We	Malcolm George Willis
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of	28 Waratah Avenue Marion Bay SA 5575
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being the 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:

Signed:

Date:

Signed:

Date:

Signed:

Date:

Signed:

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

(section 9)

To the purchaser:

I,

certify 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:

Date:

Signed:

- By: Vendor's agent
 Purchaser's agent
 Person Authorised to act on behalf of Vendor's agent
 Person Authorised to act on behalf of Purchaser's agent

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

Note -

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

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

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

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Table of particulars

Column 1

Column 2

Column 3

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

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

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

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

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

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

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

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

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

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

1. General

1.1 Mortgage of land

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

Is this item applicable?

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

Are there attachments?

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

Certificate of Title Volume: 6150 Folio: 797

Number of mortgage (if registered):

12350992

Name of mortgagee:

Commonwealth Bank Of Australia (ACN: 123 123 124)



Yes

Yes

1.2 Easement

(whether over the land or annexed to the land)

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

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

Is this item applicable?

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

Are there attachments?

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

Property Interest Report

Description of land subject to easement:

Portion of the land in Certificate of title - Volume: 6150 Folio: 797
2D Gemmell Street, Brighton SA 5048

Nature of easement:

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

Are you aware of any encroachment on the easement?

No

If YES, give details:

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

If YES, give details:

No
 Yes

1.3 Restrictive covenant

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

Is this item applicable?

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

Are there attachments?

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

Nature of restrictive covenant:

Name of person in whose favour restrictive covenant operates:

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

If NO, give details:

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

1.4 Lease, agreement for lease, tenancy agreement or licence

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

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

Is this item applicable?

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

Are there attachments?

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

Name of parties:

Period of lease, agreement for lease etc:

From

to

Amount of rent or licence fee:

\$ per (period)

Is the lease, agreement for lease etc in writing?

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

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

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

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

5. Development Act 1993 (repealed)

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

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

Is this item applicable?



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

Are there attachments?

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

Council Search and Development Approval: 110/00229/14, 110/00436/14 and 110/00453/14

Condition(s) of authorisation:

Development Approval: 110/00229/14
Development Description: Two single storey semi-detached dwellings with integral garages on internal boundary and facing Gemmell Street
Date of Decision: 17 Sep 2014
Development Approval: 110/00436/14
Development Description: Demolition of dwelling and outbuilding
Date of Decision: 30 June 2014
Development Approval: 110/00453/14
Development Description: Community title land division (creating two allotments from one)
Date of Decision: 08 Jul 2014

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

Is this item applicable?

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

Are there attachments?

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

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable (if any):

\$

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

Is this item applicable?

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

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable (if any):

\$

~~5.4 section 55 Order to remove or perform work~~

Is this item applicable?

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

Are there attachments?

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

Date of order:

Terms of order:

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

Amount payable (if any):

\$

~~5.5 section 56- Notice to complete development~~

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Requirements of notice:~~

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

~~Amount payable (if any):~~

~~\$~~

~~5.6 section 57- Land management agreement~~

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of agreement:~~

~~Names of parties:~~

~~Terms of agreement:~~

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of notice:~~

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

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

~~5.8 section 69 - Emergency order~~

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~[Empty text box]~~

~~Date of order:~~

~~[Empty text box]~~

~~Name of authorised officer who made order:~~

~~[Empty text box]~~

~~Name of authority that appointed the authorised officer:~~

~~[Empty text box]~~

~~Nature of order:~~

~~[Empty text box]~~

~~Amount payable (if any):~~

~~\$ [Empty text box]~~

~~[Three empty checkboxes]~~

~~5.9 section 71 - Fire safety notice~~

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~[Empty text box]~~

~~Date of notice:~~

~~[Empty text box]~~

~~Name of authority giving notice:~~

~~[Empty text box]~~

~~Requirements of notice:~~

~~[Empty text box]~~

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

~~[Empty text box]~~

~~Amount payable (if any):~~

~~\$ [Empty text box]~~

~~[Three empty checkboxes]~~

~~5.10 section 84 - Enforcement notice~~

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~[Empty text box]~~

~~Date of notice given:~~

~~[Empty text box]~~

~~[Three empty checkboxes]~~

~~5.10 section 84 - Enforcement notice
(continued)~~

Name of relevant authority giving notice:

Nature of directions contained in notice:

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

Amount payable (if any):

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

Is this item applicable?

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

Are there attachments?

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

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

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

~~5.12 Part 11 Division 2 - Proceedings~~

Is this item applicable?

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

Are there attachments?

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

Date of commencement of proceedings:

Date of determination or order (if any):

Terms of determination or order (if any):

6. Repealed Act conditions

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

Is this item applicable?

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

Are there attachments?

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

Nature of condition(s):

[Note - Do not omit this item. This 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

Is this item applicable?

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

Are there attachments?

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

Date of notice:

Amount of levy payable:

19. Land Tax Act 1936

19.1 Notice, order or demand for payment of land tax

Is this item applicable?



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

 Yes

Are there attachments?

 Yes

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

Certificate of Land Tax payable

Date of notice, order or demand:

14/10/2025

Amount payable (as stated in the notice):

\$381.33

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21. Local Government Act 1999

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

Is this item applicable?



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

Are there attachments?

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

Local Government search - rates page

Date of notice, order etc:

16/10/2025

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

City of Marion

Land subject thereto:

Certificate of title - Volume: 6150 Folio: 797
2D Gemmell Street, Brighton SA 5048

Nature of requirements contained in notice, order etc:

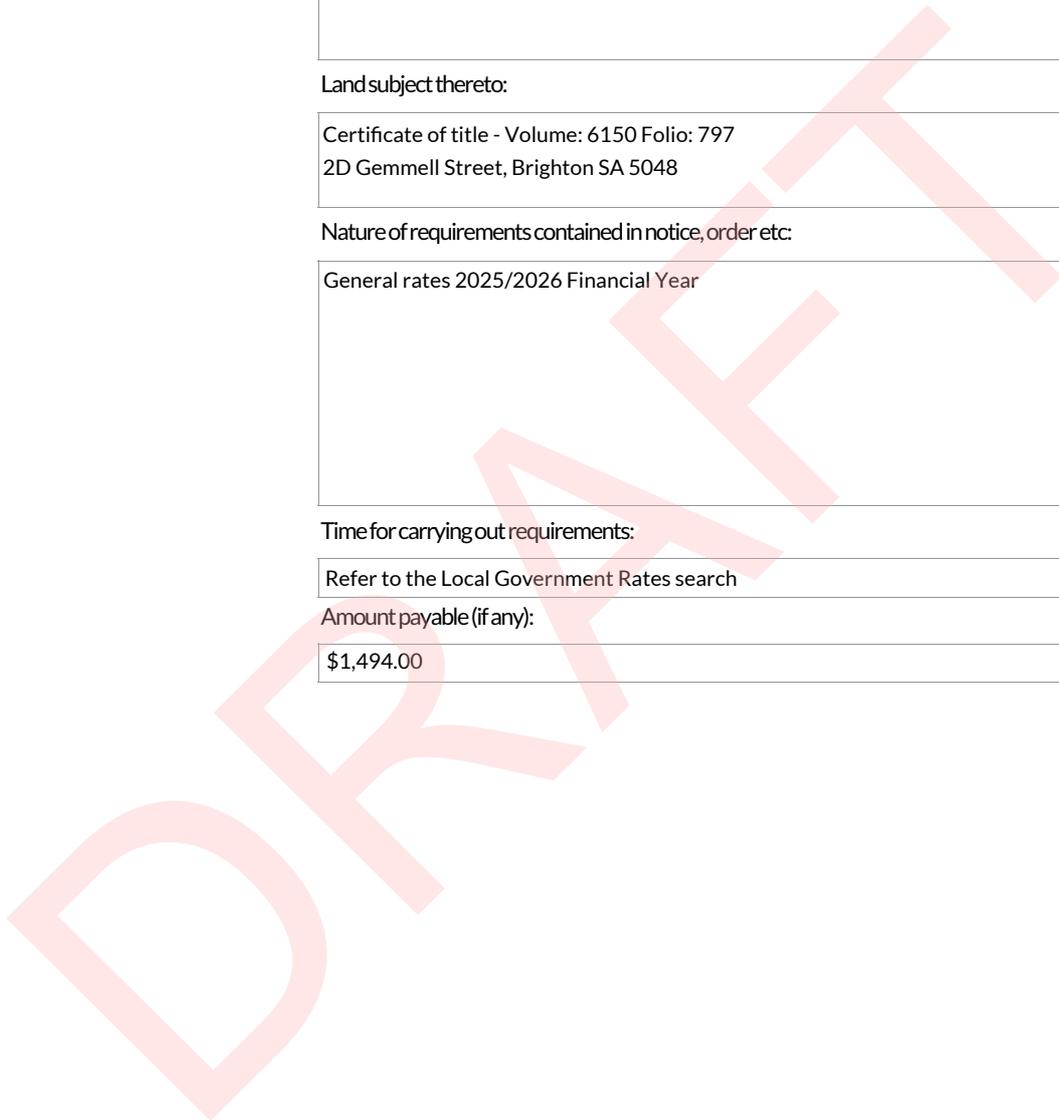
General rates 2025/2026 Financial Year

Time for carrying out requirements:

Refer to the Local Government Rates search

Amount payable (if any):

\$1,494.00



29. Planning, Development and Infrastructure Act 2016

29.1 Part 5 - Planning and Design Code

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

Is this item applicable?

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

Are there attachments?

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

Property Interest Report and Data extract for section 7 search purposes

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

Zones: General Neighbourhood (GN)
Subzones: No
Zoning overlays: See attached Data extract for section 7 search purposes

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

Is the land designated as a local heritage place?

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

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?

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

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

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of authorisation:~~

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

~~Condition(s) of authorisation:~~

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of notice:~~

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

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

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

~~29.4~~ section 140 – Notice requesting access

~~Is this item applicable?~~

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)~~

~~(and, if applicable, the part(s) containing the particulars):~~

~~Date of notice:~~

~~Name of person requesting access:~~

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

~~Activity of work to be carried out:~~

~~29.5~~ section 141 – Order to remove or perform work

~~Is this item applicable?~~

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)~~

~~(and, if applicable, the part(s) containing the particulars):~~

~~Date of order:~~

~~Terms of order:~~

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

~~Amount payable (if any):~~

~~29.6~~ section 142 - Notice to complete development

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Requirements of notice:~~

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

~~Amount payable (if any):~~

~~29.7~~ section 155 - Emergency order

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of order:~~

~~Name of authorised officer who made order:~~

~~Name of authority that appointed the authorised officer:~~

~~Nature of order:~~

~~Amount payable (if any):~~

~~29.8~~ section 157 – Fire safety notice

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Name of authority giving notice:~~

~~Requirements of notice:~~

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

~~Amount payable (if any):~~

~~29.9~~ section 192 or 193 – Land management agreement

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of agreement:~~

~~Names of parties:~~

~~Terms of agreement:~~

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date requirement given:~~

~~Name of body giving requirement:~~

~~Nature of requirement:~~

~~Contribution payable (if any):~~

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of agreement:~~

~~Names of parties:~~

~~Terms of agreement:~~

~~Contribution payable (if any):~~

~~29.12 Part 16 Division 1 Proceedings~~

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of commencement of proceedings:~~

~~Date of determination or order (if any):~~

~~Terms of determination or order (if any):~~

~~29.13 section 213 Enforcement notice~~

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date notice given:~~

~~Name of designated authority giving notice:~~

~~Nature of directions contained in notice:~~

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

~~Amount payable (if any):~~

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)~~

~~(and, if applicable, the part(s) containing the particulars):~~

~~Date order made:~~

~~Name of court that made order:~~

~~Action number:~~

~~Names of parties:~~

~~Terms of order:~~

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

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34. Water Industry Act 2012

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

Is this item applicable?



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

 Yes

Are there attachments?

 Yes

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

SA Water certificate

Date of notice or order:

14/10/2025

Name or person or body who served notice or order:

South Australian Water Corporation

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

\$281.49

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

Payment of SA Water Rates and Charges

DRAFT

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

1 Name of community corporation:
Address of community corporation:

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

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

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

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

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

(d) if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract:

(e) if the lot is a community lot, particulars of the lot entitlement of the lot:

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

4 Documents supplied by the community corporation that are enclosed:

(a) a copy of the minutes of the general meetings of the community corporation and management committee

;

for the 2 years preceding this statement / since the deposit of the community plan;

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

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

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

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

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

Only insurance is applicable. No meetings held.

6 The following documents are enclosed:

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



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



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

Name: Malcolm Willis

Address: 2D Gemmell Street

Brighton SA 5048

Note-

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

Particulars of building indemnity insurance

Note-

Building indemnity insurance is not required for-

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

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

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

Malcolm Willis

2 Name of insurer:

QBE

3 Limitations on the liability of the insurer:

\$193,874.00

4 Name of builder:

Mirage Homes

5 Builder's licence number:

Not Supplied

6 Date of issue of insurance:

11/07/2014

7 Description of insured building work:

Single Dwelling

Exemption from holding insurance:

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

No

If YES, give details:

(a) Date of the exemption:

(b) Name of builder granted the exemption:

(c) Licence number of builder granted the exemption:

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

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



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

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

Governance

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

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

Use of your property

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

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments—voting rights

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

Further information

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

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

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

You can also seek advice from a legal practitioner.

ANNEXURES

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

Certificate(s) of title to the land
 Check search
 Historical search
 Title and valuation package
 Property Interest Report
 Local Government search
 Data extract for section 7 search purposes
 Community Plan 28516
 Community Insurance
 Community By-Laws
 Certificate of Emergency Services Levy payable
 Certificate of Land Tax payable
 SA Water Certificate
 EPIC Application
 Form R3 – Buyers Information Notice
 Form R7 - Warning Notice

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

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

Dated (dd/mm/yyyy):

Signed: _____

Purchaser(s)

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

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

Buyers information notice

Prescribed notice to be given to purchaser

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

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

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

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

Safety

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

Enjoyment

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

Value

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

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

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

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

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

Warning notice

Financial and investment advice

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

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

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

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

REAL PROPERTY ACT, 1886



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



Certificate of Title - Volume 6150 Folio 797

Parent Title(s) CT 5570/221
Creating Dealing(s) ACT 12240366
Title Issued 02/01/2015 **Edition** 2 **Edition Issued** 25/05/2015

Estate Type

FEE SIMPLE

Registered Proprietor

MALCOLM GEORGE VILLIS
OF 2D GEMMELL STREET BRIGHTON SA 5048

Description of Land

LOT 201 PRIMARY COMMUNITY PLAN 28516
IN THE AREA NAMED BRIGHTON
HUNDRED OF NOARLUNGA

Easements

NIL

Schedule of Dealings

Dealing Number	Description
12350992	MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
03/12/2014	12240367	BY-LAWS	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

Certificate of Title

Title Reference: CT 6150/797
Status: CURRENT
Edition: 2

Dealings

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

Priority Notices

NIL

Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
03/12/2014	18/12/2014	12240367	BY-LAWS	FILED	C28516

Registrar-General's Notes

No Registrar-General's Notes exist for this title

Certificate of Title

Title Reference: CT 6150/797
Status: CURRENT
Parent Title(s): CT 5570/221
Dealing(s) Creating Title: ACT 12240366
Title Issued: 02/01/2015
Edition: 2

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
25/06/2015	24/07/2015	12350992	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)
17/12/2014	25/05/2015	12249544	DISCHARGE OF MORTGAGE	REGISTERED	12144323
06/06/2014	14/07/2014	12144323	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA

Certificate of Title

Title Reference CT 6150/797
Status CURRENT
Easement NO
Owner Number 04093638
Address for Notices 25A JOHNSTONE ST GLENGOWRIE 5044
Area 388m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

MALCOLM GEORGE VILLIS
OF 2D GEMMELL STREET BRIGHTON SA 5048

Description of Land

LOT 201 PRIMARY COMMUNITY PLAN 28516
IN THE AREA NAMED BRIGHTON
HUNDRED OF NOARLUNGA

Last Sale Details

There are no sales details recorded for this property

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	12350992	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1226520054	CURRENT	2D GEMMELL STREET, BRIGHTON, SA 5048

Notations

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
03/12/2014 11:37	12240367	BY-LAWS	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1226520054
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2015
Property Location	2D GEMMELL STREET, BRIGHTON, SA 5048
Local Government	HOLDFAST BAY
Owner Names	MALCOLM GEORGE VILLIS
Owner Number	04093638
Address for Notices	25A JOHNSTONE ST GLENGOWRIE 5044
Zone / Subzone	GN - General Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1315 - Detached Single Storey Home Unit
Description	5HDG ALFRSC
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C28516 LOT 201	CT 6150/797

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$670,000	\$1,050,000			
Previous	\$540,000	\$910,000			

Building Details

Valuation Number	1226520054
Building Style	Conventional
Year Built	2014
Building Condition	Very Good
Wall Construction	Rendered
Roof Construction	Galvanised Iron
Equivalent Main Area	177 sqm
Number of Main Rooms	5

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

DRAFT

Property Interest Report

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

Title Reference	CT 6150/797	Reference No. 2719962
Registered Proprietors	M G*VILLIS	Prepared 13/10/2025 14:26
Address of Property	2D GEMMELL STREET, BRIGHTON, SA 5048	
Local Govt. Authority	CITY OF HOLDFAST BAY	
Local Govt. Address	PO BOX 19 BRIGHTON SA 5048	

This report provides information that may be used to complete a Form 1 as prescribed in the *Land and Business (Sale and Conveyancing) Act 1994*

Table of Particulars

Particulars of mortgages, charges and prescribed encumbrances affecting the land as identified in Division 1 of the Schedule to Form 1 as described in the Regulations to the *Land and Business (Sale and Conveyancing) Act 1994*

All enquiries relating to the Regulations or the Form 1 please contact Consumer & Business Services between 8:30 am and 5:00 pm on 131 882 or via their website www.cbs.sa.gov.au

Prescribed encumbrance Particulars (Particulars in bold indicates further information will be provided)

1. General

- | | | |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| 1.1 | Mortgage of land
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.2 | Easement
(whether over the land or annexed to the land)

Note--"Easement" includes rights of way and party wall rights
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.3 | Restrictive covenant
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance |
| 1.4 | Lease, agreement for lease, tenancy agreement or licence
(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title
also
Contact the vendor for these details |
| 1.5 | Caveat | Refer to the Certificate of Title |
| 1.6 | Lien or notice of a lien | Refer to the Certificate of Title |

2. Aboriginal Heritage Act 1988

- | | | |
|-----|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| 2.1 | section 9 - Registration in central archives of an Aboriginal site or object | Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title |
| 2.2 | section 24 - Directions prohibiting or restricting access to, or activities on, a site or | Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title |

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

3. **Burial and Cremation Act 2013**

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

4. **Crown Rates and Taxes Recovery Act 1945**

- 4.1 section 5 - Notice requiring payment

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

5. **Development Act 1993 (repealed)**

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

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

6. Repealed Act conditions

- 6.1 Condition (that continues to apply) of an approval or authorisation granted under the *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 | A Land Tax Certificate will be forwarded.
If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.

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

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

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

21. **Local Government Act 1999**

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

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

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

23. **Metropolitan Adelaide Road Widening Plan Act 1972**

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

24. **Mining Act 1971**

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

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

25. *Native Vegetation Act 1991*

- 25.1 Part 4 Division 1 - Heritage agreement DEW Native Vegetation has no record of any agreement affecting this title also
Refer to the Certificate of Title
- 25.2 section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider DEW Native Vegetation has no record of any agreement affecting this title also
Refer to the Certificate of Title
- 25.3 section 25D - Management agreement DEW Native Vegetation has no record of any agreement affecting this title also
Refer to the Certificate of Title
- 25.4 Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation DEW Native Vegetation has no record of any refusal or condition affecting this title

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

- 26.1 section 97 - Notice to pay levy in respect of costs of regional NRM board The regional landscape board has no record of any notice affecting this title
- 26.2 section 123 - Notice to prepare an action plan for compliance with general statutory duty The regional landscape board has no record of any notice affecting this title
- 26.3 section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object The regional landscape board has no record of any notice affecting this title
- 26.4 section 135 - Condition (that remains in force) of a permit The regional landscape board has no record of any notice affecting this title
- 26.5 section 181 - Notice of instruction as to keeping or management of animal or plant The regional landscape board has no record of any notice affecting this title
- 26.6 section 183 - Notice to prepare an action plan for the destruction or control of animals or plants The regional landscape board has no record of any notice affecting this title
- 26.7 section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve The regional landscape board has no record of any notice affecting this title
- 26.8 section 187 - Notice requiring control or quarantine of animal or plant The regional landscape board has no record of any notice affecting this title
- 26.9 section 193 - Protection order to secure compliance with specified provisions of the Act The regional landscape board has no record of any order affecting this title
- 26.10 section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act The regional landscape board has no record of any order affecting this title
- 26.11 section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act The regional landscape board has no record of any authorisation affecting this title

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

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

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

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

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

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

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

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

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

30. *Plant Health Act 2009*

30.1 section 8 or 9 - Notice or order concerning pests

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

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

31.1 Part 3 - Notice

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

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

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

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

34. *Water Industry Act 2012*

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

35. *Water Resources Act 1997 (repealed)*

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

36. **Other charges**

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

Other Particulars

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

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

Additional Information

The following additional information is provided for your information only.
These items are not prescribed encumbrances or other particulars prescribed under the Act.

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

Notices

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

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

Building restrictions

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

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

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

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

Statutory easements

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

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

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

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

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

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

Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

DRAFT



holdfast.sa.gov.au

Brighton Civic Centre 24 Jetty Road, Brighton SA 5048
PO Box 19 Brighton SA 5048
P 08 8229 9999 F 08 8298 4561
Glenelg Customer Service Centre and Library
2 Colley Terrace, Glenelg SA 5045

16 October 2025

Bishop Conveyancing
PO Box 218
PARK HOLME SA 5043

CERTIFICATE – COUNCIL CHARGES

VALUER GEN NO: 1226520054
SECTION/ALLOT:
HUNDRED:
PROPERTY ADDRESS:
CERTIFICATE OF TITLE:
OWNER:

BILLING NO: 4279369
Allot 201 Sec 204 CP 28516 Vol 6150 Fol 797
2D Gemmell Street BRIGHTON SA 5048
CT 6150/797
Malcolm G Willis

PURSUANT TO SECTION 187 OF THE LOCAL GOVERNMENT ACT, 1999 I CERTIFY THAT THE FOLLOWING AMOUNTS ARE DUE AND PAYABLE IN RESPECT OF AND ARE A CHARGE AGAINST THE ABOVE PROPERTY:

Rates and Arrears - prior to 30/06/2025	0.00
Legal Fees	0.00
Rates for current financial year	1,990.00
Postponed Rates for current financial year	0.00
Postponed Interest for current financial year	0.00
Fines and interest for current financial year	0.00
Less Rate Capping	0.00
Less Rebate	0.00
Less Adjustments / Payments Received	(496.00)
Balance of rates and other monies due and payable	\$1,494.00
Instalment/s Due:	
Due 01/12/2025	\$498.00
Due 02/03/2026	\$498.00
Due 01/06/2026	\$498.00

Street Numbering

Please note Council's official street number for this property is **2D Gemmell Street BRIGHTON SA 5048.***

Payment of Rates at Settlement

Payment of the the full year's rate is required when a property sold, unless otherwise advised in writing that new owner(s) are responsible for the balance of the rates.

Payment of rates can be made via B-Pay – Biller Code 10132 and Reference Number 4279369

Section 178 (3) (c) of the Local Government Act 1999, states that rates may be recovered as a debt from any other person who was at the ***time of the declaration of the rates an owner or occupier of the land.***

Update of Rates Searches

Free update within three (3) months of the original search issue date.

Please be aware that all searches expire at the end of the financial year. For the new financial year rates, you will need to order and pay the appropriate fee for a Section 187 in the next financial year period.

If you have any queries regarding this, please do not hesitate to contact the Rates Section on 8229 9999.

M Woolford

AUTHORISED OFFICER



holdfast.sa.gov.au

Brighton Civic Centre 24 Jetty Road, Brighton SA 5048

PO Box 19 Brighton SA 5048

P 08 8229 9999 F 08 8298 4561

Glenelg Customer Service Centre and Library

2 Colley Terrace, Glenelg SA 5045

Bishop Conveyancing
PO Box 218
PARK HOLME SA 5043

Dear Sir/Madam

RE: REQUEST FOR INFORMATION

We refer to your request and now attach particulars and documentary material which Council must supply pursuant to the provisions of the Local Government Act and the Land and Business (Sale and Conveyancing) Act 1994.

Yours faithfully

Pamela Jackson
Chief Executive Officer

PROPERTY ADDRESS:

CERTIFICATE NO.

**PRESCRIBED INFORMATION
DEVELOPMENT SECTION**

CONDITION (THAT CONTINUES TO APPLY) OF AN APPROVAL OR AUTHORISATION GRANTED UNDER ANY OF THE FOLLOWING REPEALED ACTS:

BUILDING ACT 1971

CITY OF ADELAIDE DEVELOPMENT CONTROL ACT 1976

PLANNING AND DEVELOPMENT ACT 1966

PLANNING ACT 1982

No

DEVELOPMENT PLAN UNDER THE DEVELOPMENT ACT 1993

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

N/A (Refer attached Section 7 Report)

Is the land situated in a designated State Heritage Area?

No

Is the land designated as a place of Local Heritage value?

No

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

No

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

No

CONDITION (THAT CONTINUES TO APPLY) OF A DEVELOPMENT AUTHORISATION GRANTED UNDER THE DEVELOPMENT ACT 1993.

Application Number: 110/00229/14

Application Description: Two single storey semi-detached dwellings with integral garages on internal boundary and facing Gemmel Street

Decision Date: 17 Sep 2014

1. That the design and siting of all buildings and structures and site works shall be as shown on the plans submitted to and approved by Council unless varied by any subsequent conditions imposed herein.
2. That the premises shall be maintained, kept tidy, free of graffiti and in good repair and condition to the reasonable satisfaction of Council at all times.
3. That the premises shall not be used, directly or indirectly, for the purpose now approved until all work has been completed in accordance with the plan approved and the conditions of consent have been complied with, except those conditions that continue to apply.

4. That the applicants or other persons, for the time being, making use of the development now approved, shall cultivate, tend and nurture the trees or, shrubs or lawns intended to be established upon the subject land, replacing from time to time, any trees, shrubs or lawns which shall die or become diseased with others of the same respective varieties or of such varieties as the Council shall approve in writing.
5. That any front fencing shall either be a low front fence, or if higher than 1.2 metres, a grille type fence be provided along the front property boundary other than for driveway. Where the subject land is located on a corner allotment, fencing shall not exceed one metre in height within six (6) metres of the intersection of two boundaries of land where those boundaries both face a road.
6. Any change in levels along external site boundaries of 200mm or more shall be retained to suitable engineering standards and any fencing shall be erected on top of such retaining walls. Construction of all retaining walls shall be undertaken and completed prior to the commencement of construction of the dwelling(s) herein approved.
7. That the finished level of the crossover at the property boundary shall be a minimum of 75mm above the top of kerb in accordance with AS2890.1, and the maximum gradient of the driveway shall not be greater than 5% across the footpath, with the invert profile conforming to AS2876.
8. Furthermore, the footpaths on either side shall be graded to the driveway preventing tripping hazards at this junction, without any steep grades along the footpath.
9. The provision for vehicle crossovers and inverts, and reinstatements of existing crossovers not required by the development, be constructed at the owner's expense.
10. That stormwater from each dwelling shall be collected and connected to a 1000 litre (minimum) rainwater tank with a sealed system over flow connection to the street water table. Final details of the location and size of the tank(s) shall be submitted to Council for approval prior to the issue of full Development Approval. Furthermore, all stormwater from the dwelling and the site shall be collected and disposed of in a manner that does not adversely affect any properties adjoining the site or the stability of any building on adjacent sites.

NOTE: Stormwater shall not be disposed of over a vehicle crossing place and any connection to the street water table, including remedial works to footpaths, verges or other Council infrastructure, is subject to any necessary approvals from Council and will be at the applicant's cost.
11. That construction shall take place between 7am and 7pm Monday to Saturday and not on Sundays or public holidays. All such work shall be undertaken in such a manner so as not to, in the reasonable opinion of Council, cause any nuisance or annoyance to any of the occupiers of buildings within the locality. Any work outside of these hours requires the written approval of Council.
12. That dust emissions from the site shall be controlled by a dust suppressant or by watering (subject to any relevant water restrictions) regularly to the reasonable satisfaction of Council.
13. That the builder shall at all times provide and maintain a waste receptacle to the reasonable satisfaction of Council on the site in which and at all times all builder's waste shall be contained for the duration of the construction period and the receptacle shall be emptied as required.
14. That all hard building materials, waste and litter on site be stored in a manner that secures it on site during the construction works.
15. That no solid or liquid trade wastes be discharged to the stormwater system.
16. **NOTIFICATIONS OF CERTAIN STAGES OF WORK - DEVELOPMENT REGS PART 12**

In accordance with regulation 74 of the Development Act, it is the applicant's responsibility to notify council a minimum of one business day prior to the following stages of construction:

- * the pouring of footings, so as to enable inspection of reinforcement etc;

- * at completion of structural timber or steel framing;
- * at completion of the work.

Application Number: 110/00436/14

Application Description: Demolition of dwelling and outbuilding

Decision Date: 30 Jun 2014

1. The building/structure approved herein for demolition shall be demolished in accordance with AS-2601 and precautions shall be taken to ensure the safety of the public during construction and demolition where relevant. **As a minimum requirement, the site shall be provided with suitable fencing to restrict access by the general public to the work area, and:**

- Roadways and footpaths adjacent to the site shall be kept clean and free of dirt and debris at all times, and any damage occurring to council roadways or footpaths as a result of the work shall be repaired to the satisfaction of council, at the applicant's expense.
- Precautions shall be taken to prevent dust, noise or other nuisance from affecting nearby properties.
- Building rubbish shall be suitably retained on the site and disposed of at regular intervals.
- Any asbestos must be removed by an accredited tradesperson and adequate precautions taken in accordance with relevant SafeWork SA guidelines.**

2. That demolition shall take place between 7am and 7pm Monday to Saturday and not on Sundays or public holidays. All such work shall be undertaken in such a manner so as not to, in the reasonable opinion of Council, cause any nuisance or annoyance to any of the occupiers of buildings within the locality. Any work outside of these hours requires the written approval of Council.

3. A minimum of two (2) weeks prior to the commencement of demolition, a sign shall be erected within the site, but visible when viewed from the street, advising the following information:

Date demolition will commence;
 Company Name undertaken works;
 Contact Phone Number of demolition contractor for any enquiries.

Note: The sign must also comply with the following:

- that the advertisement area is not more than 3 square metres;**
- does not move;**
- does not flash;**
- does not reflect light so as to be an undue distraction to motorists; and**
- is not internally illuminated**

Application Number: 110/00453/14

Application Description: Community title land division (creating two allotments from one)

Decision Date: 08 Jul 2014

1. Payment of \$6488 into the Planning and Development Fund (1 allotment @ \$6488/allotment).
2. Payment may be made by credit card via the internet www.edala.sa.gov.au <<http://www.edala.sa.gov.au>> or by phone (8303 0724), by cheque payable to the Development Assessment Commission marked "Not Negotiable" and sent to GPO Box 1815, Adelaide, 5001 or in person, Level 5, 136 North Terrace, Adelaide.
3. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the Development Assessment Commission for Land Division Certificate purposes.

4. The financial requirements of SA Water shall be met for the provision of water supply and sewerage services.
5. The developer must inform potential purchasers of the community lots of the servicing arrangements and seek written agreement prior to settlement, as future alterations would be at full cost to the owner/applicant.
6. That the applicant shall advise Council in writing when condition 5 of approval is complied with in order to enable Council to advise the Development Assessment Commission in relation to the certificate of approval being issued.
7. All structures and deleterious materials must be cleared from the site prior to Section 51 clearance.

New Street Numbering Identifiers:

Common Land known as C1 = 2D-2E Gemmell Street, Brighton SA 5048
Allotment 200 = 2E Gemmell Street, Brighton SA 5048
Allotment 201 = 2D Gemmell Street, Brighton SA 5048

ENFORCEMENT NOTICE UNDER SECTION 84, OR ENFORCEMENT ORDER UNDER SECTION 85(6), 85(10) OR 106 OF THE DEVELOPMENT ACT 1993 OR ENFORCEMENT NOTICE UNDER SECTION 213 OR ENFORCEMENT ORDER 214(6), 214 (10) OR 222 OF THE PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016.

No

LAND MANAGEMENT AGREEMENT UNDER SECTION 57 OF THE DEVELOPMENT ACT 1993 OR LAND MANAGEMENT AGREEMENT UNDER SECTION 192 OR 193 OF THE PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016.

Refer Certificate of Title for any details.

REQUIREMENTS UNDER SECTION 50(1) OR AGREEMENT UNDER SECTION 50(2) OR THE DEVELOPMENT ACT 1993 TO VEST LAND IN A COUNCIL OR THE CROWN TO BE HELD AS OPEN SPACE OR TO VEST LAND IN A COUNCIL OR THE CROWN TO BE HELD AS OPEN SPACE 198 (1) AND 198(2) OF THE PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016.

No

EMERGENCY ORDER UNDER SECTION 69 OF THE DEVELOPMENT ACT 1993 OR EMERGENCY ORDER NOTICE UNDER SECTION 155 OF THE PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016.

No

FIRE SAFETY NOTICE UNDER SECTION 71 OF THE DEVELOPMENT ACT 1993 OR FIRE SAFETY NOTICE UNDER SECTION 157 OF THE PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016.

No

ORDER UNDER SECTION 55 OF THE DEVELOPMENT ACT 1993 TO REMOVE WORK OR NOTICE OR ORDER UNDER 56 OF THAT ACT TO COMPLETE DEVELOPMENT OR ORDER TO REMOVE OR PERFORM WORK UNDER SECTION 141 AND NOTICE TO COMPLETE UNDER SECTION 142 OF THE PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016.

No

**PROCEEDINGS UNDER DIVISION 2 OF PART 11 OF THE DEVELOPMENT ACT 1993 OR
PROCEEDINGS UNDER PART 16 DIVISION 1.**

No

Date of commencement of proceedings

N/A

Date of determination or order (if any).

N/A

Terms of determination or order (if any)

N/A

BUILDING INDEMNITY INSURANCE

Section 7(1) (c)

Any approved building work undertaken on the property the subject of Building Indemnity Insurance.

Approval No.	Insurer	Policy Issued	Contract Date	Builder	Person Insured	Liability Limitations	Description of insured building work
110/00229/14	QBE	11/07/2014	11/07/2014	MIRAGE HOMES	MALCO LM	193874.00	SINGLE DWELLING
110/00229/14	QBE	21/07/2014	11/07/2014	MIRAGE HOMES	VILLIS G AND D MANIF OLD	187680.00	SINGLE DWELLING

Note: Building Indemnity insurance is not required for –

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

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

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

No

Note:

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

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

It is should be noted that –

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

CERTIFIED DEVELOPMENT SECTION

Quett

DATE 16/10/2025

Data Extract for Section 7 search purposes

Valuation ID 1226520054

Data Extract Date: 16/10/2025

Important Information

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

Parcel ID: C28516 FL201

Certificate Title: CT6150/797

Property Address: 2D GEMMELL ST BRIGHTON SA 5048

Zones

General Neighbourhood (GN)

Subzones

No

Zoning overlays

Overlays

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

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

Affordable Housing

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

Hazards (Flooding - General)

The Hazards (Flooding - General) Overlay seeks to minimise impacts of general flood risk through appropriate siting and design of development.

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Traffic Generating Development

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

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

DRAFT

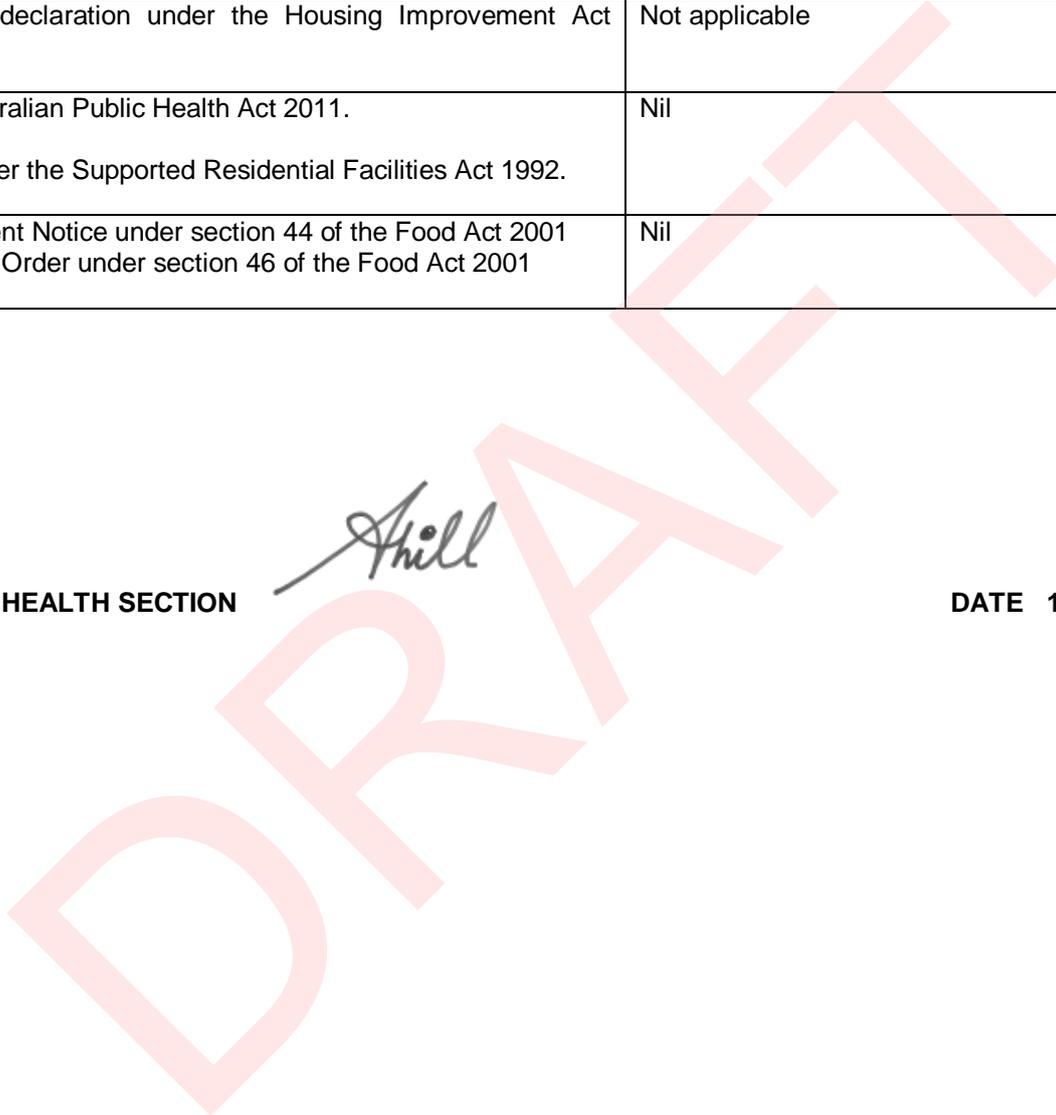
**PRESCRIBED INFORMATION
HEALTH SECTION**

PRESCRIBED ENCUMBRANCES	PARTICULARS REQUIRED (Strike out the responses not required)
Notice, order, declaration, charge, claim or demand given or made under the Local Government Act 1999. (Health Section only – refer to General Section also)	Nil
Order under 254 of the Local Government Act 1999. (Health Section only – refer to General Section also)	Nil
Notice or declaration under the Housing Improvement Act 1940.	Not applicable
South Australian Public Health Act 2011. Notice under the Supported Residential Facilities Act 1992.	Nil
Improvement Notice under section 44 of the Food Act 2001 Prohibition Order under section 46 of the Food Act 2001	Nil

CERTIFIED HEALTH SECTION

Phill

DATE 16/10/2025



**PRESCRIBED INFORMATION
GENERAL SECTION**

PRESCRIBED ENCUMBRANCES	PARTICULARS REQUIRED (Strike out the responses not required)
Notice, order, declaration, charge, claim or demand given or made under the Local Government Act 1999. (General Section only – refer to Health Section also)	Nil
Order under 254 of the Local Government Act 1999. (General Section only – refer to Health Section also)	Nil
Notice under section 105F(or section 56 or 83 (repealed)) – Notice to take action to prevent outbreak or spread of fire of the Fire and Emergency Services Act 2005.	Nil
Notice under section 48 or 58 of the Animal and Plant Control (Agricultural Protection and Other Purposes) Act 1986 for the destruction or control of animal or plants.	Not applicable
Notice under section 60 of the Animal and Plant Control (Agricultural Protection and Other Purposes) Act 1986 for the destruction or control of plants on road reserve.	Not applicable
Notice or order under the section 30 of the Local Nuisance and Litter Control Act 2016	Nil

CERTIFIED GENERAL SECTION



DATE 16/10/2025

City of Holdfast Bay

PO Box 19
BRIGHTON SA 5048

Tax Invoice Official Receipt

ABN: 62 551 270 492

15/10/2025 Receipt No: 2526957

To: Bishop Conveyancing
 PO Box 218
 PARK HOLME SA 5043

Serving Our Community

Applic	Reference	Amount
Certs		
	CERT0610/25	\$85.50
	To 2D Gemmell Street BRIGHTON SA 5048	

Transaction Total: \$85.50
Includes GST of: \$0.00

Amounts Tendered

Credit Card	\$85.50
Total	\$85.50
Rounding	\$0.00
Change	\$0.00
Nett	\$85.50

Thank you for your Payment

Printed 15/10/2025 1:01:04 PM

DRAFT

PURPOSE:	PRIMARY COMMUNITY	AREA NAME:	BRIGHTON	APPROVED:	BIRGIT FORKER 13/11/2014	 C28516 SHEET 1 OF 2 44910_text_01_v03_Version_3
MAP REF:	6627/01/G	COUNCIL:	CITY OF HOLDFAST BAY	DEPOSITED:	SANDY BEAGLEHOLE 18/12/2014	
LAST PLAN:	F59377	DEVELOPMENT NO:	110/C041/14/001/39762			

AGENT DETAILS:	MATTSSON & MARTYN 380 PAYNEHAM ROAD PAYNEHAM SA 5070 PH: 83369955 FAX: 83369966	SURVEYORS CERTIFICATION:	I Jeffrey Ian Mattsson , a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996 28th day of October 2014 Jeffrey Ian Mattsson Licensed Surveyor
AGENT CODE:	MAT2		
REFERENCE:	P12240/06/14		

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	5570	221		ALLOTMENT(S)	100	D	4269	NOARLUNGA		

OTHER TITLES AFFECTED:

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION

ANNOTATIONS: THE COMMON PROPERTY IS DESIGNATED (C1) FOR LAND INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE A LEGAL IDENTIFIER FOR THE COMMON PROPERTY
THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 1ST SEPTEMBER 2014

LOCATION PLAN

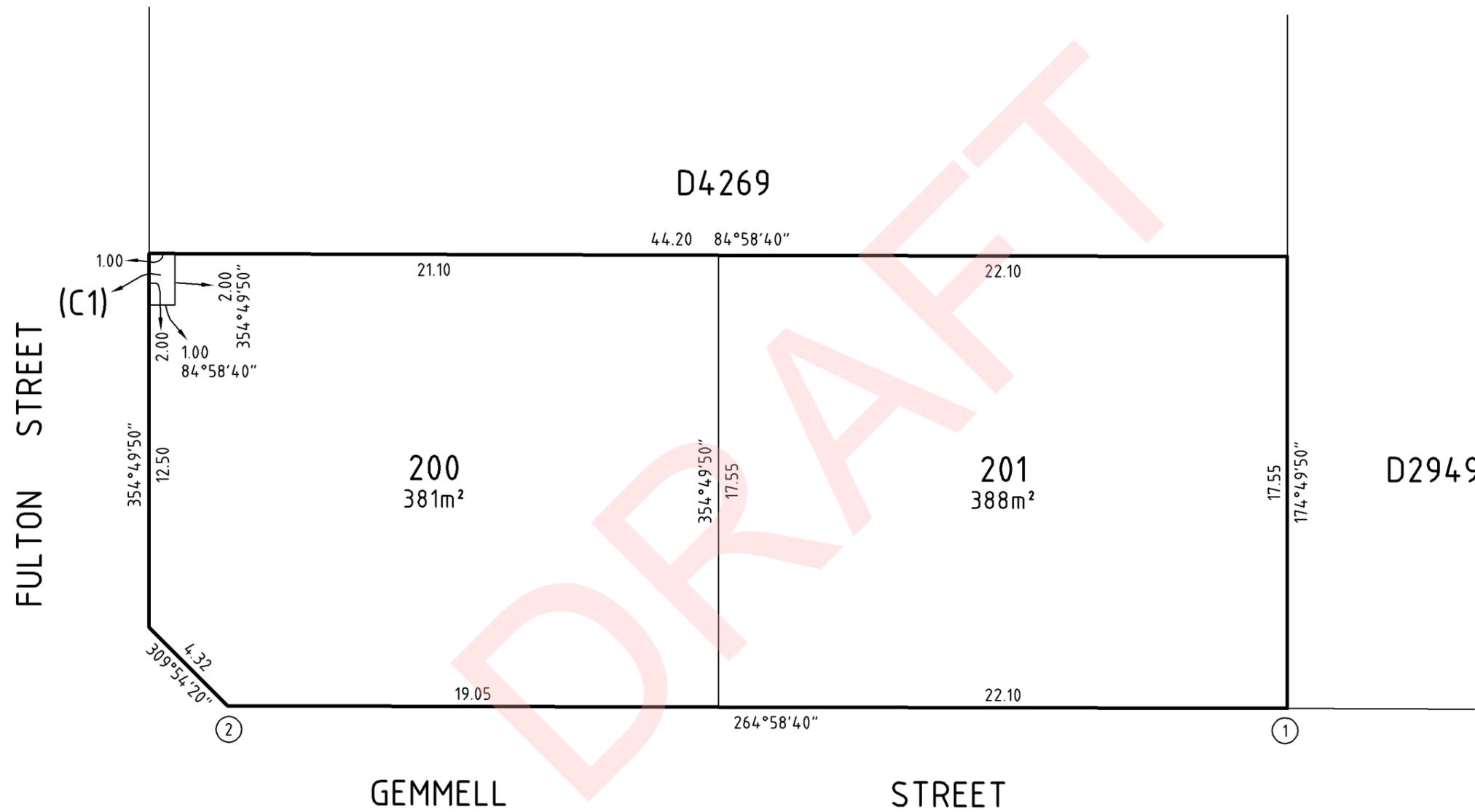
C28516

SHEET 2 OF 2

44910_pland_1_V01_Version_3

BEARING DATUM: ①-② 264°58'40"
DERIVATION: F59377 ADOPTED

TOTAL AREA: 771m²



GEMMELL

STREET



MATTSSON & MARTYN
380 PAYNEHAM ROAD PAYNEHAM SA 5070
PH (08) 8336 9955 FAX 08 8336 9966
49 MURRAY STREET TANUNDA SA 5352
PH (08) 8561 1000 FAX (08) 8336 9966
Email mmsurvey@esc.net.au
ABN 79 141 439 663 REF P12240/06/14 WMB

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

C 28516

SHEET () OF ()

ACCEPTED 18.12.2014

[Signature]
REGISTRAR-GENERAL

DEV. No 110:041:14

APPLICATION 12240366

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
200	5000	
201	5000	
AGGREGATE	10000	

DRAFT

CERTIFICATE OF LAND VALUER

I Timothy Alder being
a land valuer within the meaning of the Land Valuers Act 1994
certify that this schedule is correct for the purposes of the
Community Titles act 1996.

Dated the 26th day of October 2014

[Signature]

Signature of land valuer



MGA Insurance Brokers Pty. Ltd.
 176 Fullarton Road
 DULWICH
 S.A. 5065
 Website: www.mga.com
 AFS Licence No. 244601
 ABN 29 008 096 277

INVOICE
 Issued 22.10.2025

Community Corporation 28516
 28 Waratah Avenue
 Marion Bay SA 5575

Total Payable*

A\$	700.00
includes GST of	59.12

Pay By

21st October 2025 or within 7 days of invoice receipt

Our Reference

I4876241

Policy Number

CA0006155798

Class: Strata/Community Corporation - Domestic

PROTECTING AUSTRALIANS SINCE 1975

MGA Insurance Brokers is one of the top 10 Insurance Brokerages in Australia with 40 offices and over 200 personnel Australia wide



IMPORTANT INFORMATION

Please review your policy documents carefully and contact us immediately if any details are incorrect, other changes are required or if you have any questions regarding your policy.

New Cover For: 2D-2E Gemmell Street, BRIGHTON SA 5048

If you should have any queries, please contact:
 Ian Pengelly on 1300 642 666

Claims must be notified as soon as reasonably possible. Late notification may result in the insurer refusing to indemnify you or reducing your claim, to the extent the insurer is prejudiced by the delay. Refer to your policy for more details. *The enclosed Tax Invoice provides a detailed breakdown of the above Total Payable amount.

Payment Options:



Billers Code: **36160**
 Reference: **048762410077**
 From savings or cheque account



Pay in person at any Australia Post outlet or at your local MGA Office.



Post your cheque with this payment slip to:
 MGA Insurance Brokers Pty. Ltd.
 Locked Bag 4004
 KENT TOWN DC S.A. 5071



Visit our website at: www.mga.com
 to pay by Visa, Mastercard or Amex.
 A surcharge (Incl. GST) will apply.
 Client Reference: MGA BSA V3483
 Invoice Reference: I4876241



Pay in person at any Australia Post outlet using cash, cheque or EFTPOS.



Pay using internet banking by entering the below BSB, account and reference details:
 BSB: 085-456
 Account: 173475723
 Reference: I4876241



*2871 048762410077

Total Payable A\$	700.00
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Broker: Ian Pengelly
 MGA BSA V3483 2252036/000 I4876241



OUR PRIVACY POLICY

We are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) (Privacy Act) and the Australian Privacy Principles (APP's). Where required, we will provide you with a Collection Notice which outlines how we collect, disclose and handle your information.

You can also refer to our Privacy Policy available on our website or by contacting us for more information about our privacy practices including how we collect, use or disclose your information, how to access or seek correction to your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled.

YOUR DUTY OF DISCLOSURE

You have a duty of disclosure under the Insurance Contracts Act 1984.

When applying for insurance and answering any questions, you need to advise anything you know, or that a reasonable person in the circumstances would know, that may affect or be relevant to the insurer's decision to insure you and on what terms.

You must comply with your duty of disclosure until the insurer agrees to insure you (including any renewal, extension, variation or reinstatement as applicable), and if anything that you have disclosed to us changes before that time, you also need to tell us.

The duty applies to you and anyone else that you want to be covered by the contract.

If you are in doubt tell us and we can help.

NON-DISCLOSURE

If you fail to comply, the insurer may reduce its liability under the contract in respect of a claim, cancel the contract or both. If your failure is fraudulent, they may also avoid the contract from its beginning.

AVERAGE OR CO-INSURANCE

Check your sums insured are adequate to cover the full replacement value of your items in the event of a claim. Where the contract of insurance includes an Average or Co-Insurance provision, you will be considered your own Insurer for the difference between the sum insured at the time of loss and the specified percentage of the true value of the property lost or damaged. The effect of the Average or Co-Insurance provision is that you will bear a rateable proportion of any loss in the event of any under-insurance.

THIRD PARTY INTERESTS

You should advise the Insurer of the interest of all third parties (e.g. financiers, lessors, mortgagees) in the subject matter of policy. The interest of such third parties may only be protected if it is noted on the policy.

HOLD BLAMELESS OR PREVENTING THE RIGHT OF RECOVERY

Please be aware that if you are a party to any agreement or understanding that has the effect of excluding or limiting the insurer's rights of recovery from a third party, the insurer may have the right to refuse to indemnify you for such loss if it is shown that Insurer's rights of recovery has been prejudiced by your action.

ASSOCIATIONS WITH RELATED BODIES CORPORATE

We are members of the Austbrokers network of insurance brokers. MGA Insurance Brokers is an equity member within the Austbrokers network. AUB Group Limited (ABN 60 000 000 715) (AUB) is a sole shareholder of Austbrokers Member Services Pty Ltd ACN 123 717 653, a company that provides marketing, distribution and training services to members of Austbrokers.

MGA Insurance Brokers Pty Ltd and MGA EziPay Pty Ltd (ABN 12 119 047 960) are wholly owned subsidiaries of MGA Management Services Pty Ltd (ABN 47 008 210 482).

ASSOCIATION WITH AN UNDERWRITING AGENCY

We have an association with Millennium Underwriting Agencies Pty Ltd (ABN 38 079 194 095). MGA Insurance Brokers Pty Ltd and Millennium Underwriting Agencies Pty Ltd have some common directors and a proportion of the shares of each company have some common beneficial ownership.

IMPORTANT INFORMATION

This document provides only brief details of the insurance. The full terms and conditions are contained in the policy documents and it is essential that you read these carefully. Should you have any questions about the scope of cover provided, please contact your local MGA office for an explanation.

MGA subscribes to the Australian Financial Complaints Authority (AFCA). Should you have any complaint about MGA please contact our office immediately. The latest version of our Financial Services Guide is available on our website www.mga.com

LEGAL LIABILITY OR INDEMNITY INSURANCE

Should the policy state that the cover is written on a "Claims Made" basis or "Claims Made and Notified" basis, it is imperative that the Insurer be notified immediately of any claim, incident or circumstances that may result in a claim during the currency of the policy or any permitted extended disclosure period (if applicable).

NON RETURN OF BROKERAGE

The charges detailed on this invoice include the commission and fee income earned by this office for the placement of the risk insured. Our fees or commission may not be refunded to you if the policy is cancelled prior to expiry.

COOLING OFF PERIOD

Some policies are subject to a cooling off period (the policy will state if this is the case and the applicable notice period). Where a cooling off period applies you can check that the policy meets your needs during the notice period and if not, you may be able to cancel the policy (except in some circumstances, for example, if you have made a claim) and receive a full refund of any premium paid (less certain deductions permitted by law). You may still have rights to cancel the policy after any cooling off period ends.

For more information, please contact our office, refer to your policy documents or visit our website www.mga.com for the Financial Services Guide and Privacy Policy.

Client : Community Corporation 28516
28 Waratah Avenue
Marion Bay SA 5575

ABN :

Class : Strata/Community Corporation - Domestic

Insurer : CHU Underwriting Agencies Pty Ltd

Policy Number : CA0006155798

Period : 21.10.2025 to 21.10.2026 at 4pm

Invoice Number : I4876241

MGA Reference : MGA BSA V3483 2252036/000

Premium 410.13

Underwriting Agency Fee 100.00

GST 51.01

Stamp Duty* 49.64

Broker Service Fee 81.11

Fee GST 8.11

Total Payable (incl GST) A\$ 700.00

GST Total 59.12

* Not a taxable supply
This is only a Tax Invoice once payment is received.

COVERAGE SUMMARY	Community Corporation 28516 Strata/Community Corporation -
-------------------------	---------------------------------------------------------------

STRATA/COMMUNITY CORPORATION - DOMESTIC

INSURED:

Community Corporation No. 28516 Inc

SITUATION:

2D-2E Gemmell Street, BRIGHTON SA 5048

COMPOSITE POLICY

Policies Selected

Policy 1 - Community Property

Community property:	\$50,000
Community income:	\$7,500
Common area contents:	\$0

Policy 2 - Liability to Others

Limit of liability:	\$20,000,000
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Policy 3 - Voluntary Workers

Death:	\$200,000
Total Disablement:	\$2,000 per week

Policy 4 - Fidelity Guarantee

Sum Insured:	\$100,000
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Policy 5 - Office Bearers' Legal Liability

Not Selected

Policy 6 - Machinery Breakdown

Not Selected

Policy 7 - Catastrophe Insurance

Not Selected

Policy 8 - Government Audit Costs and Legal Expenses

Part A: Government Audit Costs:	\$25,000
Part B: Appeal expenses - common property health & safety breaches	\$100,000
Part C: Legal Defence Expenses:	\$50,000

Flood Cover is included.

Flood Cover Endorsement

Flood cover is included.

The following terms and conditions of Your Policy is hereby amended by this endorsement and should be read in conjunction with, and as forming par of Community Association Insurance Plan.
 Policy 1, Exclusion 1. a. .caused by Flood. is hereby removed.

COVERAGE SUMMARY

Community Corporation 28516
Strata/Community Corporation -

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

Excesses

Policy 1 - Community Property

Standard: \$500

Other excesses payable are shown in the Policy Wording.

Please refer to the Product Disclosure Statement for Policy Limitations

MAJOR EXCLUSIONS :Terrorism
Others As Per Policy

INSURER	POLICY NUMBER	PROPORTION
CHU Underwriting Agencies Pty Ltd A.B.N. 18 001 580 070 208 Greenhill Road EASTWOOD S.A. 5063 AFS Licence No: 243261	CA0006155798	100.0000%
* SUPPORTING INSURERS		
- QBE Insurance (Australia) Ltd Level 2, 82 Pitt Street Sydney NSW 2000 ABN 78 003 191 035	100.0000%	

GENERAL ADVICE

This is an important document. You should read it carefully and ensure that you understand it.

Client	:Community Corporation 28516	
Insurer	:CHU Underwriting Agencies Pty Ltd	
Class of Risk	:Strata/Community Corporation - Domestic	
Policy Number	:CA0006155798	
Period of Cover	:21.10.2025 to 21.10.2026	Our Ref :MGA BSA V3483 2252036/000/01

OUR ADVICE

In this instance we only provide a "general advice" service. This means that whilst we may generally recommend the products we distribute, we do not consider whether the product is appropriate for your own personal objectives, financial situation and needs in making the recommendation. You need to consider the appropriateness of any information (in particular any policy documentation and relevant Product Disclosure Statement) or general advice we give you, having regard to your personal situation, before acting on our advice or buying any product.

OTHER INFORMATION

We confirm we have reviewed the Insurer's Target Market Determination (TMD) for this product and have assessed that you fall within the target market for this financial product. On the basis of our assessment, we consider that the product has therefore been issued to you consistently with the TMD provided by the Insurer. If you have elected to pay your premium via a Premium Funder, a Target Market Determination is also available. Please ask us if you would like a copy of a TMD.

We receive the following commission for arranging your insurance:

Commission Amount: \$ 82.01 GST: \$ 8.20 Total: \$ 90.21

The commission received is based on a percentage of the base premium paid to us by the Insurer.

For further information about the remuneration that may be received by us, our associates, our representatives and related entities that are not associated with providing advice to you, please refer to the Financial Services Guide provided to you or you can ask us for details.

YOUR DUTY TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION

You have a duty under the Insurance Contracts Act 1984 to take reasonable care not to make a misrepresentation to the insurer (your duty). Your duty applies before you enter into the insurance contract, and also before you renew, extend, vary, or reinstate the policy.

You must answer the insurers 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.

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, the insurer will treat your answers or representations as theirs.

If you do not meet the above duty, the insurer 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 the insurer may treat your policy as if it never existed.

DRAFT

Community Association Insurance Plan



Product Disclosure Statement
and Policy Wording



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Date of preparation: 12 July 2023

Date effective: 1 October 2023

QM563 - 1023

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

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

Sub-limit (\$) table

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

Community Association Insurance Plan



POLICY SECTION	SUB-LIMIT	WHAT WE'LL PAY
Policy 1 – Community Property	Special Benefit 16 - Personal property of others Pay up to the Indemnity Value of other's personal property which is Damaged by an Event admitted as a claim while in Your physical or legal control	Up to \$10,000
Policy 1 – Community Property and Policy 9 - Lot Owners' Homes	Special Benefit 17 - Pets, security dogs Costs incurred for boarding pets or security dogs if Your Community Property and/or Home is rendered unfit for its intended purpose by Damage to Community Property and/or Home admitted as a claim	Up to \$1,000
Policy 1 – Community Property	Special Benefit 19 - Damaged office records Reasonable expenditure You incur in collating, preparing, rewriting or reproducing records, books of account, Electronic Data and valuable papers directly related to Your Community Property which are Damaged by a claimable Event	Up to \$50,000
Policy 1 – Community Property and Policy 9 - Lot Owners' Homes	Special Benefit 20 of Policy 1 and Special Benefit 19 of Policy 9 - Removal, storage costs Reasonable costs You incur in removing and storing undamaged portion of Your Community Property and/or Home and then returning to the Situation following Damage to Your Community Property and/or Home admitted as a claim	Up to \$10,000
Policy 1 – Community Property and Policy 9 - Lot Owners' Homes	Special Benefit 21 of Policy 1 and Special Benefit 20 of Policy 9 - Removal of squatters Legal fees incurred to repossess Your Community Property and/or Home if squatters are living in it	Up to \$1,000 any one Period of Insurance
Policy 1 – Community Property and Policy 9 - Lot Owners' Homes	Special Benefit 22 of Policy 1 and Special Benefit 21 of Policy 9 - Title deeds Reasonable costs to replace Title Deeds to Your Community Property and/or Home if Damaged by a claimable Event	up to \$5,000
Policy 1 – Community Property and Policy 9 - Lot Owners' Homes	Special Benefit 23 of Policy 1 and Special Benefit 22 of Policy 9 - Water removal from basement Reasonable costs You incur in removing water from basement or undercroft areas of Your Community Property and/or Home if such inundation is directly caused by Storm or Rainwater	Up to \$2,000
Policy 7 – Catastrophe Insurance	Special Benefits Total amount payable under Policy 7 for Special Benefits 1 to 3	The combined total amount We will pay under Special Benefits 1 to 3 is limited to 15% of the Sum Insured shown in the Schedule for Policy 7 or such other percentage as We may agree in writing
Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses	Additional Benefit 1 - Record Keeping Audit Professional Fees You reasonably incur with Our written consent, which will not be unreasonably withheld in connection with a Record Keeping Audit	Up to \$1,000 in any one Period of Insurance for Professional Fees
Policy 9 – Lot Owners' Homes	Special Benefit 7 - Emergency accommodation For reasonable cost of emergency accommodation should Your Home be made unfit to be occupied or access is prevented as a result of Damage from a claimable Event	Up to \$1,500
Policy 9 – Lot Owners' Homes	Special Benefit 8 - Environmental improvements For the cost of additional environmental improvements not previously installed such as rainwater tanks, solar	Up to \$2,000 for the cost of additional environmental improvements
Policy 9 – Lot Owners' Homes	Special Benefit 12 - Funeral expenses If You or a family member permanently residing with You in Your Home dies as a direct consequence of Damage to Your Home	Up to \$5,000
Policy 9 – Lot Owners' Homes	Special Benefit 15 - Modifications For modifications to Your Home if You are physically injured and become a quadriplegic or paraplegic as a direct consequence of Damage to Your Home admitted as a claim	Up to \$25,000



Sub-limit (time) table

POLICY SECTION	SUB-LIMIT	TIME LIMIT
Policy 1 – Community Property and Policy 9 - Lot Owners' Homes	<p>Special Benefit 1c - Disease, murder and suicide</p> <p>If You are not permitted to occupy Your Community Property and/or Home by order of the Police, a public or statutory authority, other body, entity or person so empowered by law, due to:</p> <ul style="list-style-type: none"> • the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plant cooling towers and the like; • a human infectious or contagious disease, except for communicable disease; • murder or suicide; <p>occurring at Your Situation</p>	Not exceeding a maximum of 30 days
Policy 1 – Community Property and Policy 9 - Lot Owners' Homes	<p>Special Benefit 1d - Failure of supply services</p> <p>If Your Community Property and/or Home is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from Damage by an Event claimable under Policy 1 or Policy 9</p>	Provided the failure of services extends for more than 48 hours We will pay from the time of the failure until the time such services are reinstated, not exceeding a maximum of 30 days

Excess table

POLICY SECTION	DESCRIPTION OF EXCESS	EXCESS AMOUNT TO PAY
Policy 1 – Community Property and Policy 9 - Lot Owners' Homes	Earthquake Excess	\$500, or the Excess amount shown in the Policy Schedule, whichever is greater
Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses	Additional Excess This Excess applies to each and every Claim made under Policy 8 Part C	\$1,000 unless otherwise shown in the Policy Schedule



Product Disclosure Statement (PDS)

This PDS was prepared on the 12th July 2023.

Important Information and Notices

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

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

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

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

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

Information in this PDS might change. If the change is adverse and might affect a reasonable person's decision to buy the Policy, then either a supplementary PDS (SPDS) or a new PDS will be provided at renewal. You can get a copy of all updates (whether adverse or not adverse) at no charge by Us, simply by calling Us.

About QBE

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

We have authorised the information contained in this PDS.

QBE in the community

Premiums4Good™

We are committed to giving back to the communities that We operate in. Through Premiums4Good™, We invest a portion of customer premiums into investments that have additional social or environmental features. So, when You choose Us as Your Insurer, Your Premium automatically does some good.

About CHU

CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070) (CHU) is a specialist strata and community title insurance underwriting agency and holds an Australian Financial Services Licence (AFS Licence No: 243261).

CHU:SAVER Underwriting Agency Pty Ltd (ABN 85 613 645 239, AFSL 491113) trading as Flex Insurance (Flex) is a wholly owned subsidiary of CHU. CHU is a wholly owned subsidiary of Steadfast Group Ltd (ABN 98 073 659 677) ('SGL').

Authority to act on Our behalf

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

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

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

For more information or to make a claim

Please contact CHU to make a claim. They also have an after hours Emergency Claims Hotline that You can contact on 1800 022 444. The Claims Conditions section sets out the full details of what You need to do in the event of a claim.

Claims made and Notified Insurance

Policy 5 – Office Bearers' Legal Liability and Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses of this Policy provides cover on a claims made and notified basis. This means that this Policy only covers claims first made against You during the period this Policy is in force and notified to the Insurer as soon as practicable in writing while the Policy is in force. This Policy may not provide cover for any claims made against You if at any time prior to the commencement of this Policy You became aware of facts which might give rise to those claims being made against You.

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

Privacy

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

We take the security of Your personal information seriously.

We will collect personal information when You deal with Us, Our agents, other companies in the QBE group or suppliers acting on Our behalf. We use Your personal information so We can do business with You, which includes issuing and administering Our products and services and processing claims. Sometimes We might send Your personal information overseas. The locations We send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail from whom We collect personal information, as well as where We store it and the full list of ways We could use it. You can find it at qbe.com/au/about/governance/privacy-policy

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

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

It's up to You to decide whether to give Us Your personal information, but without it We might not be able to do business with You, including not paying Your claim.

What You should read

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

- all of the Product Disclosure Statement - this information is designed to help You understand this insurance and Your rights and obligations under it;
- the Policy Wording. It tells You about:
 - what makes up the insurance i.e. Your contract with Us which We call a Policy;
 - important definitions that set out what We mean by certain words;
 - the cover We can provide (see Policies 1 to 9);
 - what Excesses You may have to pay;
 - when You are not insured (see General Exclusions and other exclusions under Policies 1 to 9);
 - what You and We need to do in relation to claims;
 - Yours and Our cancellation rights.
- the relevant quote/proposal form You need to complete to apply for cover (if applicable);
- any Schedule when it is issued to You; and
- any other documents We may give You which vary Our standard terms of cover set out in this document.

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

Significant features and benefits

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

Policy 1 – Community Property

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

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

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

Policy 2 – Liability to Others

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

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

Policy 3 – Voluntary Workers

We pay to a Voluntary Worker, or that person's estate, the corresponding benefits set out in the Table of Benefits in Policy 3 in the event of such Voluntary Worker sustaining bodily injury during the Period of Insurance whilst voluntarily engaged in work on Your behalf and caused accidentally and which, independently of any other cause, results in one of the insured events as set out in the Table of Benefits.

Policy 4 – Fidelity Guarantee

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

Policy 5 – Office Bearers' Legal Liability

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

The amount payable in respect of all Claims under Policy 5 will not exceed the Limit of Liability shown in the Schedule and is inclusive of the claimant's costs and expenses and the Defence Costs incurred by Us during the currency of any one Period of Insurance.

Policy 6 – Machinery Breakdown

We insure You up to the Sum Insured shown in the Schedule for Policy 6 against Insured Damage which occurs during the Period of Insurance and requires repair or Replacement provided that the Insured Item is within Your Situation and is in the ordinary course of working at the time the Insured Damage occurs.

We also provide cover for Additional Benefits following Damage if the Sum Insured is not exhausted. Details of the Additional Benefits are set out under the heading 'Additional Benefits' in Policy 6.

We also provide cover for Special Benefits in addition to the Sum Insured for Policy 6. Details of the Special Benefits are set out under the heading 'Special Benefits' in Policy 6.

Policy 7 – Catastrophe Insurance

We insure You up to the Sum Insured shown in the Schedule for Policy 7 for any increase in the Replacement cost of Your Community Property following a loss which occurs during the Period of Insurance:

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

Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses

We insure You on a Claims made basis for Parts A, B and C of Policy 8 which means We will respond to Claims first made against You during the Period of Insurance and notified to Us during that Period of Insurance.

Policy 9 – Lot Owners' Homes

Lot Owners' Homes are covered for Damage that occurs during the Period of Insurance. This cover also includes Additional and Special Benefits up to specified limits.



Important information You should understand

In addition to the covers summarised above, there are a number of terms, conditions, limits and exclusions contained in the Policy that can affect how or whether a claim is paid under this Policy. You need to read the PDS, Schedule and the Policy Wording for full details of the available cover, terms, definitions, conditions, exclusions and limits that apply to make sure it meets Your expectations.

Exclusions

The following provides a summary of the main exclusions to cover only. These are examples only. For full details of the exclusions that apply, please read the Policy in full.

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

- a. any Act of Terrorism where such act is directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination;
- b. the actual or alleged use or presence of asbestos;
- c. ionising radiation from, or contamination by radio-activity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

Conditions

You must meet certain conditions for Your insurance cover to apply. If You do not comply with the conditions We may refuse to pay a claim in whole or in part. For full details of all the conditions of cover that apply, please read the Policy in full. The following are examples only:

1. Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment if Your claim is accepted.
2. When Your Community Property is a total loss and We have paid out the total Sum Insured, this insurance ceases. If You rebuild or replace Your Community Property, this requires a new insurance contract commencing at that time with an applicable Premium.
3. When You first purchase and when You renew Your insurance if You do not pay the amount by the due date Your Policy may be cancelled and We will write to let You know when this will happen.
4. When renewing Your insurance with Us, You have a duty to take reasonable care not to make a misrepresentation. This means giving Us true, complete and accurate answers to Our questions, including where You provide information on someone else's behalf. We use Your answers to decide whether to insure You and on what terms. You must advise Us of any changes to Your claims or insurance history that a reasonable person in the circumstances would tell Us. CHU will notify You in writing of any effect a change may have on Your insurance renewal.

The cost of this insurance

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

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

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

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

Paying Your Premium

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

Annual Premium

We will let You know how much Premium You need to pay Us, how to pay it and when. If You pay Your Premium annually, You need to pay Your Premium on time to ensure You are covered. If You don't pay the Premium Your Policy may be cancelled and We'll write to You to let You know when this will happen.

A claim on Your Policy may affect Your renewal Premium

If You have a claim, contact Us as soon as You can after the incident - see Claims Conditions – What You must do. To avoid Your claim being delayed, reduced or refused You must not unnecessarily delay notifying Us of the incident - see Claims Conditions – What You must not do. If You were in difficult circumstances that prevented You from telling Us about the claim, let Us know.

If We send You a renewal invitation and the Premium doesn't take into account a claim on Your Policy, You agree to pay Us any additional Premium We would have charged if We had known about that claim.

If You tell Us about the claim before Your renewal takes effect and We agree to continue to insure You, We may apply specific conditions to Your Policy (including an imposed Excess) and/or recalculate Your renewal Premium and send You an updated renewal invitation.

If Your Policy has already renewed and We agree to continue to insure You, We may ask You for an additional Premium. If You've already paid Your renewal Premium in full, You'll need to pay Us any additional Premium to ensure Your cover is not affected. If You don't pay the additional Premium by the due date then We may:

- deduct the outstanding Premium amount from a claim payment; or
- cancel Your Policy - see General Conditions.

If it was reasonable in the circumstances for You to be unaware that You had a claim until after we issued Your renewal invitation, We will not ask You to pay the additional Premium for that renewal period however the claim may affect Your future renewal Premiums and/or future Policy conditions (including the application of any imposed Excess).

Please note We may have other rights under this Policy or as permitted by law, depending on the circumstances.

Other costs, fees and charges



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

Administration Fee

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

Refund of Premium

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

Commissions

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

Confirming transactions

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

Sending You documents

Documents relating to Your insurance Policy will be sent by post or email. Where You have been given the choice, they will be sent by Your chosen delivery method and You can change Your preference at any time.

It is Your responsibility to make sure Your contact details are current (including telephone number, email and mailing address where relevant) and You must update these as soon as they change.

How to make a claim

Please contact CHU to make a claim, the contact details are shown on the back cover of this document. They also have an after hours Emergency Claims Hotline that You can contact on 1800 022 444.

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

- provide details of the incident and when requested complete the claim form We send You;
- subject to reasonable notice and at a reasonable time that suits You and Us, allow Us or Our appointed representative to inspect Your Community Property and/or Home and take possession of any Damaged item(s) if reasonable and required;
- take all reasonable steps to reduce the Damage or loss and prevent further loss or Damage;
- inform the police as soon as reasonably practicable following theft, vandalism, malicious damage or misappropriation of money or

property;

- where practicable and reasonable not dispose of any Damaged items without first seeking Our approval; and
- not get repairs done, except for essential temporary repairs, and where reasonable We will seek Your cooperation in selecting the repairer or supplier.

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

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

Cooling off period

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

To cancel Your Policy within the cooling off period, contact Us in writing or by email.

This cooling off right does not apply if You have made or are entitled to make a claim.

Cancellation

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

Further details about cancellation are shown in the General Conditions.

General Insurance Code of Practice

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

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit insurancecode.org.au

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

Complaints

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

Step 1 – Talk to Us

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

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

Step 2 – Customer Relations



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

You can also contact the Internal Dispute Resolution Team directly:

Phone:	1300 193 174
Email:	complaints@chu.com.au
Post:	PO Box 500, North Sydney NSW 2059 or Level 33, 101 Miller Street, North Sydney NSW 2060

Step 3 – Still not resolved?

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

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

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

More information

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

Complaints just about privacy

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

Phone:	1300 289 248
Email:	compliance@chu.com.au
Post:	PO Box 500, North Sydney NSW 2059

Request for Information

You may request copies of information We have relied upon to arrive at Our decision(s) in the complaint handling process. In some instances, We may not release the information as requested and You may request a review of Our decision not to release such information. We will comply with Code requirements regarding providing information You request.

Contact CHU

Phone:	1300 361 263
Email:	info@chu.com.au

Financial Claims Scheme

This Policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if You meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

How to contact APRA

Phone:	1300 558 849 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online:	www.apra.gov.au/financial-claims-scheme-general-insurers

Monetary limits on the cover

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

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

Payment of Excesses

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

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

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

GST Implications

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

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

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

Policy Wording

Our Agreement

The agreement between You and Us consists of:

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

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

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

Excesses

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

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

How much We will pay

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

General Definitions

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

Action of The Sea

means tidal wave, high tide, king tide, Storm Surge, or any other movement of the sea except for Tsunami.

Act of Terrorism

means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a. involves violence against one or more persons; or
- b. involves damage to property; or
- c. endangers life other than that of the person committing the action; or
- d. creates a risk to health or safety of the public or a section of the public; or
- e. is designed to interfere with or to disrupt an electronic system.

Catastrophe

means an Event which is sudden and widespread and which causes substantial Damage to property over a large area, and as a result of which the Insurance Council of Australia issues a catastrophe code.

Common Area

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

Community Association

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

Community Association Manager/Agent

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

Community Income

means money received for:

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

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

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

Community Property

means:

- a. building or buildings as defined by the Community Titles Act, Body Corporate and Community Management Act, Community Land Management Act or similar legislation applying where Your Community Property and Common Area is situated, including:
 - i outbuildings;
 - ii fixtures and structural improvements;
 - iii in-ground pools and spas;
 - iv marinas, wharves, jetties, docks, pontoons, swimming platforms, or similar type facilities (whether fixed or floating) which are used for non-commercial purposes and which do not provide fuel distribution facilities, unless We are advised and otherwise agree in writing;
 - v satellite dishes, radio, television and other antennas including their associated wiring, masts, footings, foundations, moorings and towers;
 - vi underground and overhead services within the Common



Area but not those services contained within the boundaries of a Lot Owner's Lot.

- b. Common Area Contents (but not so as to limit the generality thereof):
- i furniture, furnishings, household goods, light fittings, internal blinds, curtains, fire extinguishers and the like;
 - ii built-in or free standing appliances such as dishwashers, washing machines and dryers, other electrical items;
 - iii carpets (whether fixed or unfixed), floor rugs;
 - iv swimming pools or spas that are not in-ground;
 - v swimming pool or spa covers and accessories;
 - vi wheelchairs, domestic garden equipment including lawn mowers, golf carts, golf buggies or other similar type items but only if such item is not required by law to be registered;
- that You own or have legal responsibility for:
- at, in or adjacent to Your Situation, or
 - temporarily removed elsewhere in Australia including transit to and from Your Situation.

Community Property does not include:

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

Contents

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

Cost of Evacuation

means costs necessarily incurred for road, rail, air or sea transport to the designated place of evacuation and returning to Your Situation from the place of evacuation to resume permanent residency after the deduction of any compensation payable by any public or statutory authority.

Damage, Damaged

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

Declared Value Statement

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

- a. the Home Buildings to be insured;
- b. any other interested party; and
- c. the monetary amount of cover required under A to D of Policy 9 for each Home Building.

The total of these monetary amounts appears in the Schedule as the

Sum Insured.

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

Earth Movement

means landslide, landslip, mudslide, subsidence and the heaving, collapsing, vibration, Erosion, settlement or shrinkage of earth, but not earthquake.

Note: 'Heave' is the upward movement of the earth supporting a building because of the expansion of soil.

Electronic Data

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

Endorsement

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

Erosion

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

Escalation in the Cost of Temporary Accommodation

means the difference between:

- a. the amount of money payable for rental of accommodation of substantially the same size containing similar facilities and in an equivalent suburban environment as Your Community Property or Home following a Catastrophe or loss from another Event claimable under Policy 7 or Part D of Policy 9 which occurs no later than 60 days thereafter; and
- b. the cost of Temporary Accommodation that would have applied had the Catastrophe or other loss not occurred.

Event, Events

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

Excess

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

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

Extra Expenses

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

Extra Expenses include the reasonable cost of:

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

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

Flood

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

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

Fusion

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

Home, Homes

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

- a. outbuildings;
- b. fixtures and structural improvements;
- c. in-ground swimming pools and spas;
- d. marinas, wharves, jetties, docks, pontoons, swimming platforms, or similar type facilities (whether fixed or floating) which are used for non-commercial purposes and which do not provide fuel distribution facilities, unless We are advised and otherwise agree in writing;
- e. satellite dishes, radio, television and other antennas including their associated wiring, masts, footings, foundations, moorings and towers;
- f. underground and overhead services that are for the exclusive use of the Lot;

that You own or have legal responsibility for at, in or adjacent to Your Situation.

Indemnity Value

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

You with details of Our calculation if requested by You.

Land Value

means the sum certified by the Valuer General as being the value of the land at the Situation after due allowance has been made for variations or other special circumstances affecting such value either before or after the Damage and which would have affected the value had Damage not occurred.

Lot/Lots

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

Lot Owners, Lot Owners'

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

Members

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

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

Occurrence

means an Event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended to happen by You.

Period of Insurance

means the period for which You are insured. It commences at the time We agree to give You insurance and finishes at 4pm on the day of expiry. The expiry date is shown in the Schedule.

Personal Injury

means:

- a. bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury;
- b. false arrest, wrongful detention, false imprisonment or malicious persecution;
- c. wrongful entry or eviction or other invasion of the right of privacy;
- d. a publication or utterance of defamatory or disparaging material;
- e. assault and battery not committed by You or any Lot Owner or at Your or their direction unless committed for the purpose of preventing or eliminating danger to person or property;

which happens during the Period of Insurance anywhere in Australia.



Policy

means this Product Disclosure Statement and Policy Wording, the Schedule and any Endorsements issued to You which form Your insurance contract with Us.

Pollutants

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste.

Waste includes material to be recycled, reconditioned or reclaimed.

Premium

means any amount We require You to pay under the Policy and includes, any state and federal government taxes (including GST), fees, duties and charges as applicable.

Property Damage

means:

- a. physical Damage to or destruction of tangible property including its loss of use following such physical Damage or destruction; or
- b. loss of use of tangible property which has not been physically damaged or destroyed provided that the loss of use has been caused by an Occurrence;

which happens during the Period of Insurance anywhere in Australia.

Rainwater

means the rain which falls naturally from the sky. It includes Rainwater run-off over the surface of the land.

Rent

means, as regards to any Lot/Unit or part of Your Common Area leased to a Tenant, an amount of money in accordance with the residential tenancy agreement that applied immediately prior to Damage.

Replacement

means:

- a. the reasonable cost of rebuilding, replacing or repairing to a condition which is equivalent to or substantially the same as but not better nor more extensive than when it was new; and
- b. the extra costs necessarily incurred to alter or upgrade Damaged Community Property and/or Home to comply with public, statutory or Environmental Protection Authority requirements, but does not include:
 - i any costs that would have been incurred in complying with orders issued prior to the happening of the loss;
 - ii any extra costs to alter or upgrade any portion of Your undamaged Community Property and/or Home if the cost to rebuild, replace or repair the Damaged portion is less than 25% of what the cost would have been had Your Community Property and/or Home been totally destroyed.

Schedule

means the most recent current attachment to the Policy that specifies the Situation, those Policies and benefits that are in force and the details of the Sum(s) Insured or Limit(s) of Liability and includes any one or more of the following:

- a. the Policy Schedule;
- b. the renewal notice You have paid;
- c. the Endorsement(s) sent to You.

Senior Counsel

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

Service, Services

means:

- a. maintenance services such as caretaking, Lot inspection, cleaning, repairing or mowing;
- b. communication services such as the installation and supply of telephone, intercom, computer or television;
- c. domestic services such as garbage removal, air-conditioning or heating;
- d. other services disclosed in the application and We agree to cover; or
- e. services subsequently advised to Us and We agree to cover;

that are provided for the benefit, general use and enjoyment of Lot Owners and occupiers of Lots in Your community scheme.

Situation

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

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

Storm

means violent weather and high winds, sometimes accompanied by rain, hail or snow including a cyclone or tornado.

Storm Surge

means the covering of normally dry coastal land by water as a result of wind and low atmospheric pressure caused by a Storm.

Sum Insured, Limit of Liability

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

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

Temporary Accommodation

means, as regards to any Community Property or any Home Building occupied by the Lot Owner, an amount of money calculated on the basis of the annual rentable value (including any 'outgoings' that would have been payable by a Tenant or lessee) that would have applied immediately prior to the Damage.

Tenant

means any person authorised under the terms of a lease, rental or similar type agreement who occupies a Lot/Unit including any other co-inhabitant or family normally resident with that person.



Tsunami

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

Vehicle, Vehicles

means:

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

Voluntary Worker

means a person engaged solely in work or duties on behalf of Your Community Association without promise of reward or remuneration, other than an honorarium for duties associated with the position of an Office Bearer.

Voluntary Worker does not mean employees, contractors or any person who receives a payment, reward or remuneration (other than provided herein) for their services.

Watercraft

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

Wear and Tear

means physical deterioration to property occurring over time due to use and/or exposure to its environment.

We, Our, Us, the Insurer

means QBE Insurance (Australia) Limited ABN 78 003 191 035.

You, Your, Yours

means:

- a **in respect of Policy 1:**
the Community Association named in the Schedule including the interest therein of Members.
- b **in respect of Policy 2:**
the Community Association named in the Schedule including:
 - i the interest therein of Members;
 - ii the organisers of recreational activities in respect of Additional Benefit 5 of Policy 2;
 - iii a Voluntary Worker whilst engaged solely in work or duties on behalf of Your Community Association named in the Schedule, but excludes Office Bearers whilst acting in that capacity.
- c **in respect of Policies 3, 4, 6, 7 and 8:**
the Community Association named in the Schedule.
- d **in respect of Policy 5:**
the past, present or future Office Bearers and/or committee members of Your Community Association named in the Schedule including those persons:
 - i estate, heirs, legal representative or assigns;
 - ii legal representative or assigns if he/she is incompetent, insolvent or bankrupt;

but does not include a Community Association Manager/Agent or any other contracted person(s), firm or company when acting in their professional capacity.

e in respect of Policy 9:

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

General Conditions

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

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

1. Acts or omissions of Your Community Association Manager/ Agent

We will not deny liability for a claim, or reduce the amount thereof, if Our right of denial or reduction is solely caused by an act, error or omission of Your Community Association Manager/Agent while acting on Your behalf.

2. Tell Us when these things change

You must tell Us as soon as reasonably possible if any of the information noted below has changed:

- You are carrying out construction works, alterations or additions on:
 - Community Property that exceed \$500,000; or
 - a Lot Owner’s Home that exceeds \$250,000; or
- You have cranes, hoists or similar attached to the Community Property or Home, or at the Situation; or
- there is a change in the percentage of floor space used for commercial purposes; or
- Your building becomes subject to a Building Rectification Order, Fire Order or any other Order issued by a statutory body.

If You don’t tell Us, We may reduce or refuse to pay a claim.

When You tell Us about something that has changed or request a change to Your Policy, We will assess the change to the risk in accordance with Our underwriting rules and processes.

Changes to Your cover

If You request any change to cover (e.g. You choose to add a Policy or You increase the Sum(s) Insured) then, if We agree to the change, We will issue a new Schedule and ask You for any additional Premium. If an additional Premium is required, the change will only be effective when You have paid the additional Premium by the due date We give to You.

If You don’t pay the additional Premium by the due date then We will make reasonable efforts to contact You using the latest contact details You provided Us. If We don’t receive payment of the additional Premium owed, the change will not be effective and We will confirm this by issuing a replacement Schedule.

If You request any change to cover and We don’t agree to the change, then We will let You know and the Policy will continue unchanged.



Changes to Your circumstances

Contact Us to discuss potential changes in circumstances when You know the details of the timing and nature of the changes before they happen, to find out in advance whether We will be able to continue to insure You.

If You tell Us about any of the following changes then We will cancel Your Policy and refund any unused portion of the Premium:

- Under Policy 1 – Community Property, if You are carrying out construction works, alterations or additions that exceed \$500,000 that are unacceptable under Our underwriting rules and processes; or
- Under Policy 9 – Lot Owners' Homes, if You are carrying out construction works, alterations or additions that exceed \$250,000 that are unacceptable under Our underwriting rules and processes; or
- You have cranes, hoists or similar attached to the Community Property or Home, or at the Situation.

If there is a change in the percentage of floor space used for commercial purposes, We may need to cancel Your Policy and replace it with another policy.

If You tell Us about any other change, We will consider it under Our underwriting rules and processes at the time.

3. Cancellation - how Your Policy may be cancelled

Cancellation by You

You may cancel this Policy at any time by telling Us in writing. We will retain a portion of Premium which relates to the period for which You have been insured together with any non-refundable government taxes or charges, or CHU administration fees.

Cancellation by Us

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

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

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

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

- a. not registered for GST We will pay up to the Sum Insured, Limit of Liability or other Policy limit including GST.
- b. registered for GST:
 - and We settle direct with the builder, repairer or supplier We will pay up to the Sum Insured, Limit of Liability or other Policy limit including GST; or
 - when We settle direct with You We will pay up to the Sum Insured, Limit of Liability or other Policy limit and
 - where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim We will pay for the GST

amount but We will reduce the GST amount We pay by the amount of any Input Tax Credits to which You are or would be entitled.

In these circumstances, the Input Tax Credit may be claimable through Your Business Activity Statement (BAS).

You must advise Us of Your correct Australian Business Number & Taxable Percentage. Any GST liability arising from Your incorrect advice is payable by You.

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

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related legislation as amended from time to time. Taxable Percentage is Your entitlement to an Input Tax Credit on Your Premium as a percentage of the total GST on that Premium.

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

5. Joint insureds

When there is more than one insured on Your Policy, We may treat each as a separate and distinct party. The words You, Your, Yours may apply to each party in the same manner as if a separate Policy had been issued to each party, provided Our liability for any Sum Insured, Limit of Liability or other Policy limit for any one Event or Occurrence is not thereby increased. We may treat what any one insured says or does in relation to Your Policy or any claim under it, as said or done by each of the insureds. We may rely on a request from one insured to change or cancel Your Policy or tell Us where a claim payment should be paid. Any act, breach or non-compliance with the terms and conditions of this Policy committed by any one such party shall not be prejudicial to the rights and entitlements of the other insured party(ies), provided that the other insured party(ies) upon becoming aware of any such act, breach or non-compliance which increases the risk of loss, Damage or liability give Us written notice within a reasonable time.

6. Excess

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

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

For earthquake or seismological disturbance, where loss or Damage occurs during any one period of 72 consecutive hours, the Excess is \$500, or the Excess amount shown in the Policy Schedule, whichever is greater.

7. Reinstatement of Sum Insured

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



This condition does not apply:

- a. when We pay a total loss;
- b. when We pay the full Sum Insured;
- c. to Policy 5 – Office Bearers’ Legal Liability;
- d. to Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses;
- e. to Special Benefits 6 and 23 of Policy 1 – Community Property .

8. Governing law and jurisdiction

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

9. Subrogation, recovery action & uninsured loss

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

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

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

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

10. Related Claims

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

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

will be deemed to be one claim.

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

Where this Policy insures more than one party, where one party made a misrepresentation to Us before the Policy was entered into this shall not prejudice the right of any other insured person to indemnity as may be provided by this Policy provided that:

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

12. References to legislation

Legislation referenced in this Policy includes subsequent legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

‘Subsequent legislation’ means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

General Exclusions

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

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

1. Act of Terrorism

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

2. Asbestos

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

3. Electronic Data

Losses or damage to Electronic Data, except as provided for by Special Benefit 19 – Damaged office records, under Policy 1.

4. Intentional damage

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

5. Nuclear

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

6. War, expropriation

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

7. Sanctions limitation and exclusion

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

8. Communicable diseases

There is no cover under any section of Your Policy for any claim, loss, damage, cost, injury, death or legal liability that is caused by or arises from or in connection with any contagious or communicable disease.



9. Cyber incident

There is no cover under any section of Your Policy for any claim, loss, damage, cost, injury, death or legal liability that is caused by or arises from or in connection with:

- an unauthorised or malicious act, software, coding or instructions;
- a threat, hoax, scam or fraud;
- programming or operator error; or
- outage,

affecting the use, integrity, security, operation, storage of, or access to, data, information, a computer, system, device, appliance, equipment, software, hardware, back-up facility or a component of or attachment to any of these, regardless of time or place.

Examples of what are not covered under Your Policy:

- loss, damage, destruction, distortion, erasure, corruption or alteration of, or loss of access to, or interference with, data on a computer or access to an internet service, due to malicious software or a cyber-attack, including but not limited to viruses, worms, Trojan Horses, back doors, logic bombs, trap doors, denials of service, ransomware or any computer hacking;
- unauthorised access to or copying of personal information via the internet or mobile phone network;
- unauthorised access to, or interference with the operation of, an appliance or device via the internet, Wi-Fi or Bluetooth;
- unauthorised access to Your computer or device provided by means of a scam, or connection of a storage or other device affected by malicious software.

However, You will still have cover for physical damage to Your property insured under Your Policy caused by an Event such as fire.

10. Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that it is unlawful for Us to do so.

Claims Conditions

1. What You must do

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

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

2. What You must not do

Whatever the circumstances You must not:

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

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

3. How to make a claim

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

- a. promptly inform CHU by telephone, in writing or in person. You may have to contribute towards Your claim if Your notification is outside of a reasonable timeframe and results in higher costs for Us or harms Our investigation opportunities. We will reduce Our liability to the extent of any prejudice caused by Your delayed notification;
- b. provide details of the Event and when requested complete and return Our claim form as soon as reasonably practicable together with all letters, documents, valuations, receipts or evidence of ownership that You have been asked to provide;
- c. provide written statements under oath if We reasonably require it;
- d. be interviewed about the circumstances of the claim;
- e. allow Us to inspect Your Community Property and/or Home and take possession of any damaged item if reasonable and required and to deal with it in a reasonable way;
- f. provide Us as soon as reasonably practicable with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the Event.

4. Claim preparation costs and fees

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

Claims Condition 4 - Claim preparation costs and fees does not apply to Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses.

5. Our approval needed for repairs

Except for essential temporary repairs permitted under Additional Benefit 2 - Emergency cost of minimising losses of Policy 1 – Community Property, or Additional Benefit 2 – Emergency cost of minimising losses – Policy 9 – Lot Owners' Homes, You are not authorised to commence repairs without Our approval, which We will not unreasonably withhold.

6. Repairs or Replacement

We have the right to nominate the repairer or supplier to be used, and where reasonable and appropriate We will seek Your cooperation in selecting the repairer or supplier. Unless We otherwise advise in writing, if after We have assessed Your claim, You are required to enter into a contract with a third party to replace or reinstate Damaged Community Property and/or Home that We have agreed to pay, where reasonable depending on the claims circumstance You may need to enter into that agreement with the third party as Our agent.

7. You must assist Us

Where reasonable You must:

- a. comply with all the requirements of this Policy; and
- b. give Us all relevant information and assistance which We reasonably require in relation to the claim and any proceedings.

8. False or misleading information

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

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

9. Salvage value

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

10. Contribution and other insurance

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

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

11. Preventing Our right of recovery

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

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Policy 1 - Community Property

What We insure

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

Additional Benefits

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

1. Architects' and professional fees, removal of debris

- a. the cost of architects' fees, surveyors' fees and other professional fees;
- b. the cost of removal, storage and/or disposal of debris, being the residue of Your Damaged Community Property (including debris required to be removed from adjoining or adjacent public or private land), and anything which caused the Damage;
- c. the cost of dismantling, demolishing, shoring up, propping, underpinning, or other temporary repairs;
- d. the cost of demolition and disposal of any undamaged portion of Your Community Property including undamaged foundations and footings in accordance with a demolition order issued by a public or statutory authority;

that You necessarily incur in the Replacement of Your Community Property.

2. Emergency cost of minimising losses

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

We will not pay more than \$2,000 for this Additional Benefit unless You first obtain Our written consent, which will not be unreasonably withheld, prior to You incurring costs in excess of this amount.

3. Government fees, contributions or imposts

Fees, contributions or imposts required to be paid to any public or statutory authority to obtain their authority to rebuild, repair or replace Your Community Property, but We will not pay for any fine or penalty imposed by any such authority.

4. Legal fees

Legal fees You necessarily incur in making submissions and/or applications to any public or statutory authority, Builders Licensing Board, or Land and Environment Courts.

5. Temporary protection

The reasonable cost You incur of temporary protection and safety of Your Community Property and persons who reside at Your Community Property.

Unless You obtain Our written consent, which We will not unreasonably withhold, prior to You incurring these costs, the most We will pay for this Additional Benefit is \$5,000.

6. Tsunami Damage

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

7. Emergency services

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

Special Benefits

The following Special Benefits are included in addition to the Sum Insured for Policy 1.

1. Temporary Accommodation / Community Income / contributions

a. Temporary Accommodation

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

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

We will pay:

- under Clause a.i. from the time of the Event until the time Your Community Property can be re-occupied following completion of rebuilding, repairs or Replacement; and
- under Clause a.ii. from the time of the Event until the time when access to Your Community Property is re-established.

b. Community Income

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Community Property We will pay the actual Community Income You lose or would have lost if Your Community Property is made unfit to be occupied for its intended purpose due to:

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

We will pay:

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

c. Disease, murder and suicide

We will pay for:

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

if You are not permitted to occupy Your Lot/Unit or Common Area by order of the police, a public or statutory authority, other body, entity or person so empowered by law, due to:

- the discharge, release or escape of legionella or other airborne

pathogens from water tanks, water systems, air-conditioning plant cooling towers and the like;

- a human infectious or contagious disease, except for communicable disease;
- murder or suicide;

occurring at Your Situation.

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

d. Failure of supply services

We will pay for:

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

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

e. Cost of reletting

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

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

f. Meeting room hire

We will pay up to \$5,000 for the cost of hiring temporary meeting room facilities for the purpose of holding Your annual general meeting or committee meetings if You are unable to occupy the meeting room facilities forming part of Your Community Property due to Damage to Your Community Property that is admitted as a claim under Policy 1.

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

The combined total amount We will pay under Special Benefit 1 - Temporary Accommodation / Community Income / contributions – a. to f. arising out of any one Event that is admitted as a claim under Policy 1 is limited to 15% of the Sum Insured for Policy 1 as shown in the Schedule or such other percentage as We may agree in writing.

2. Alterations/additions

When You make alterations, additions or renovations to Your Community Property during the Period of Insurance We will during the construction period pay up to \$100,000 for Damage to such alterations, additions or renovations by an Event claimable under Policy 1 provided:

- i the value of such work does not exceed that amount; or
- ii You notify Us and We otherwise agree in writing before the commencement of such work;

but We will not pay if, under the terms and conditions of the contract You have signed with the builder, contractor or similar entity, such party is required to effect cover under a Contract Works or similar

insurance policy that insures material Damage and liability risks.

3. Arson reward

We will pay a total reward of up to \$10,000 for information (irrespective of the number of people supplying information) which leads to a conviction for arson, theft, vandalism or malicious Damage provided such Damage to Your Community Property is claimable under Policy 1.

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

4. Fusion of motors

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

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

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

We will not pay for:

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

How We will settle Your Fusion claim

If Your claim is accepted, We will settle Your claim reasonably in one of the following ways:

- a. repairing Your Community Property;
- b. replacing Your Community Property; or
- c. paying for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Fusion.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

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

We will pay up to \$2,000 for the cost of increased usage, accidental discharge or additional management charges of metered electricity, gas, sewerage, oil and water You are required to pay following Damage to Your Community Property by an Event that is admitted as a claim under Policy 1.

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



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

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

7. Environmental improvements

If Damage to Your Community Property is admitted as a claim under Policy 1 and the cost to rebuild, replace or repair the Damaged portion is more than 25% of what the cost would have been had Your Community Property been totally destroyed We will, in addition to the cost of environmental improvements claimable under Policy 1, also pay up to \$10,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy and grey water recycling systems.

8. Exploratory costs, Replacement of defective parts

We will pay for the reasonable exploratory costs You necessarily incur in locating the source of bursting, leaking, discharging or overflowing of tanks, apparatus or pipes used to hold or carry liquid of any kind.

We will also pay for reasonable costs incurred in:

- a. repairing the area of Your Community Property Damaged by such exploratory work;
- b. repairing or replacing the defective part or parts of such tanks, apparatus or pipes, to a limit of \$1,000;
- c. rectifying contamination Damage or pollution Damage to land at Your Situation caused by the escape of liquid, to a limit of \$1,000.

We will not pay for any of these costs if the bursting, leaking, discharging or overflowing is caused by a building defect, building movement, faulty workmanship, rust, oxidation, corrosion, Wear and Tear, gradual corrosion, gradual deterioration, Earth Movement or by trees, plants or their roots.

9. Fallen trees

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

We will not pay for removal or disposal of:

- a. trees or branches that have fallen and not Damaged Your Community Property or landscaped gardens;
- b. tree stumps or roots.

10. Fire extinguishing

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

- a. extinguishing a fire at Your Situation, or in the vicinity of Your Situation and threatening to involve Your Community Property or for the purpose of preventing or diminishing Damage including the costs to gain access to any property;
- b. replenishing fire fighting appliances, replacing used sprinkler heads, and resetting fire, smoke and security alarm systems;
- c. shutting off the supply of water or any other substance

following the accidental discharge or escape of such substances from fire protective equipment.

11. Keys, lock Replacement

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

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

if the keys to Your Community Property are stolen as a consequence of forcible entry into or out of:

- i any building forming part of such property;
- ii the premises of a keyholder; or
- iii during the hold-up of a person who normally has the keys in their possession.

We will not pay if there are reasonable grounds to believe the keys or codes have been stolen or duplicated by any occupant or previous occupant of Your Community Property, or by their family or friends.

12. Landscaping

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

13. Lot Owner's contributions and fees

We will pay up to \$2,000 a Lot for contributions, levies, maintenance and other fees required to be paid by individual Lot Owners which You, having used all reasonable endeavours, are unable to collect from them during the period their Home is made unfit to be occupied for its intended purpose by Damage that is admitted as a claim under Policy 9 or would have been claimable if they had been covered under Policy 9.

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

14. Money

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

We will not pay for fraudulent misappropriation, larceny or theft or any attempt 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.

15. Mortgage discharge

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

16. Personal property of others

We will pay up to \$10,000 for the Indemnity Value of personal property of others (including employees) which are lost or Damaged by an Event claimable under Policy 1 while in Your physical or legal control.

17. Pets, security dogs

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

18. Purchaser's interest

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

19. Damaged office records

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

20 Removal, storage costs

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

- a. removing any undamaged portion of Your Community Property to the nearest place of safe keeping;
- b. storing such undamaged portion at that place or an equivalent alternate place;
- c. returning such undamaged portion to the Situation when restoration work is completed;
- d. insuring Your undamaged Community Property during such removal, storage and return;

following Damage to Your Community Property that is admitted as a claim under Policy 1.

21. Removal of squatters

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

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

22. Title deeds

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

23. Water removal from basement

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

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

Optional Benefits

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

1. Extra Expenses

If selected, We will pay up to the Sum Insured for:

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

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

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

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

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

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

Exclusions

1. We will not pay for damage caused by or arising directly or indirectly from:

- a. Flood;
- b. Storm or Rainwater to retaining walls;
- c. lack of maintenance, rust, oxidation, corrosion, mould, mildew, Wear and Tear, fading, concrete or brick cancer, developing flaws, wet or dry rot, gradual corrosion or gradual deterioration or, failure to maintain Your Community Property in a reasonably good state of repair. This includes when the damage to the Community Property is caused by light, air, sand, the climate (which includes wind or rain) or the passage of time;
- d. overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current. However We will pay if the Damage is due to:
 - i Fusion of electric motors as covered under Special Benefit 4;
 - ii lightning;
 - iii power surge when such Event is confirmed by the supply authority; or
 - iv resulting fire Damage;
- e. any Action of The Sea;
- f. vibration or from the removal or weakening of or interference with the support of land or buildings or any other property, Erosion or Earth Movement.

However We will pay if the Damage is due to:

- i earthquake or seismological disturbance, Tsunami, explosion, physical impact by aircraft;
- ii bursting, leaking or overflowing of water tanks, pipes, drains, gutters or other water or liquid carrying apparatus (but not Flood).
- g. underground (hydrostatic) water. However We will pay if the Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains;



- h.** the invasion of tree or plant roots nor for the cost of clearing pipes or drains blocked by any such invasion. However We will pay for water or liquid Damage resulting from blocked pipes or drains;
 - i.** inherent defect or latent defect that you were aware of, or a reasonable person in the circumstances would have been aware of;
 - j.** vermin, mice, rats, termites, insects, or by pecking, biting, chewing or scratching by birds or animals. However We will pay if any of these causes directly result in Damage from any other Event claimable under Policy 1 such as fire or glass breakage;
 - k.** the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds;
 - l.** normal settling, creeping, heaving, seepage, shrinkage, or expansion in buildings, foundations / footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other structural improvements;
 - m.** smut or smoke from industrial operations (other than sudden or unforeseen Damage resulting therefrom);
 - n.** any process involving the application of heat being applied directly to any part of Your Community Property. However We will pay if any other part of Your Community Property is Damaged or destroyed by fire.
- 2.** We will not pay for damage to:
- a.** water in swimming pools, spas or water tanks;
 - b.** glass caused by artificial heat, during installation or removal, which has a crack or imperfection, or is required to be insured by any other party in terms of an occupancy agreement;
 - c.** carpets and other floor coverings resulting from staining, fading or fraying. However We will pay if the Damage directly results from any other Event claimable under Policy 1;
 - d.** boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting from the explosion thereof;
 - e.** Your Community Property if it is vacant and undergoing demolition unless Our written consent to continue cover has been obtained before the commencement of demolition, which will not be unreasonably withheld;
 - f.** Your Community Property directly resulting from construction, erection, alteration or addition where the value of such work exceeds \$500,000 unless Our written consent to continue cover has been obtained, which will not be unreasonably withheld, before the commencement of such work. However We will pay if the Damage directly results from any other Event claimable under Policy 1.
- 3.** We will not pay for:
- a.** demolition ordered by any public or statutory authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement or due to the incorrect siting of Your Community Property;
 - b.** Damage caused by non-rectification of a Community Property defect, error or omission that You were aware of, or should reasonably have been aware of;
 - c.** the cost of rectifying faulty or defective materials or faulty or defective workmanship, design or specification;
 - d.** consequential loss, including but not limited to any:

- i.** loss of use;
 - ii.** loss of contract;
 - iii.** loss of profit/revenue;
 - iv.** loss of opportunity;
 - v.** loss of goodwill and/or reputational damage; or
 - vi.** special damages;
- other than specifically provided under an operative Additional Benefit or Special Benefit;
- e.** Wear and Tear.

Claims - how We will settle Your claim

1. Rebuilding, Replacement or repair

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

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

- a.** the necessary work of rebuilding, replacing or repairing (which may be carried out upon another site or in any manner suitable to Your requirements provided Our liability is not increased), must be commenced and carried out without unreasonable delay;
- b.** where Your Community Property contains any architectural or structural feature of an ornamental, heritage or historical character or where materials used in the original construction are not readily available We will use the nearest equivalent available to the original materials;
- c.** if it is lawful, and with Our prior written consent, which will not be unreasonably withheld, You will not be required to actually rebuild any building destroyed but may purchase an alternative existing building or part thereof to replace all or part of the one destroyed.
Such Replacement will be deemed to constitute Replacement for the purpose of this insurance provided Our liability is not increased;
- d.** if You cause unreasonable delays in commencing or carrying out Replacement, We will not pay any extra costs that result from that delay;
- e.** when We wish to rebuild, replace or repair and You do not want this to occur and submit a claim for cash settlement in lieu, We will only pay Indemnity Value which means We will:
 - i.** reduce the amount payable after due consideration of age and condition of the property at the time of loss, We will ensure any reduction of the amount payable is fair and reasonable;
 - ii.** not pay in excess of Indemnity Value of Your Community Property; and
 - iii.** seek release from further liability under this Policy.

We will not pay under Policy 1 as part of the cost of Replacement for the cost to:

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

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



2. Undamaged part of Community Property, foundations and footings

If Your Community Property is Damaged and any public or statutory authority requires Replacement to be carried out on another site We will pay for the value of any undamaged part of Your Community Property, including foundations and footings, as though they had been destroyed.

If the sale value of the original Situation with such undamaged part is greater than without them We will deduct the amount of such difference from any settlement otherwise payable by Us.

3. Floor space ratio

If Your Community Property is Damaged and Replacement is limited or restricted by any public or statutory authority requirement which results in the reduction of the floor space ratio index, We will pay:

- a. the difference between:
 - i the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; and
 - ii the estimated cost of Replacement at the time of Damage had the reduced floor space ratio index not applied;

alternatively We will pay:

- b.
 - i the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; plus
 - ii the cost of purchasing an existing building or part thereof equivalent in size to the area by which the floor space ratio index has been reduced; or
 - iii the cost of purchasing a block of land and the cost of Replacement thereon of Community Property equivalent in size to the area by which the floor space ratio index has been reduced;

provided that Our liability does not exceed the estimated cost of Replacement at the time of Damage had the reduced floor space ratio index not applied.

4. Land Value

We will pay the difference between Land Value before and after Damage if any public or statutory authority refuses to allow Your Community Property to be replaced or only allows partial Replacement, less any sum paid by way of compensation by any such authority.

5. Electronic Data

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

Special Provisions

1. Under Clauses 2, 3 and 4 above, Our liability is limited to the extent to which the Sum Insured for Policy 1 is not otherwise expended.
2. Under Clauses 2 and 4 above, any differences relating to value may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be final and binding.

Excesses

Earthquake Excess

For earthquake or seismological disturbance, where loss or Damage occurs during any one period of 72 consecutive hours, the Excess is \$500, or the Excess amount shown in the Policy Schedule, whichever is greater.



Policy 2 – Liability to Others

What We insure

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

Additional Benefits

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

1. Bridges, roadways, kerbing, footpaths, services

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

2. Car park liability

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

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

3. Fertiliser, pesticide, herbicide application

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

We will not pay:

- a. unless the fertiliser, pesticide or herbicide has been applied in conformity with any public or statutory authority requirement or, in the absence of any such requirement, in conformity with the manufacturer's recommendations;
- b. for Damage to Your Common Area or Community Property, or its improvements including gardens and lawns, to which the fertiliser, pesticide or herbicide was being applied.

4. Hiring out of sporting and recreational facilities

Compensation You become legally responsible to pay for Personal Injury or Property Damage arising from the hiring out of sporting or recreational facilities (such as but not limited to tennis courts or swimming pools) owned by You.

5. Recreational activities

Compensation You become legally responsible to pay for Personal Injury or Property Damage arising from recreational or social activities arranged for and on behalf of Lot Owners and occupiers of Lots.

6. Services

Compensation You become legally responsible to pay for Personal Injury or Property Damage arising out of the Service or Services You provide for the benefit, general use and enjoyment of Lot Owners and occupiers of Lots at Your Situation.

Services includes local council requirements for contractors (e.g. garbage) to enter Your Community Property to perform related services.

We will not pay for any act of negligence of any council contractors on their part.

7. Watercraft

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

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

8. Wheelchairs, domestic garden equipment, other Vehicles

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

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

Special Benefits

1. Cost of defending a claim

We will pay:

- a. all legal costs and expenses incurred by Us;
- b. reasonable cost of legal representation You necessarily incur with Our written consent which We will not unreasonably withhold at a coronial inquest or inquiry into any death which may be the subject of a claim for compensation under Policy 2;
- c. other reasonable expenses You necessarily incur that We have agreed to reimburse; and
- d. all interest accruing after judgment has been entered against You until We have paid, tendered or deposited in court the amount that We are liable to pay following judgment;

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

2. Court appearance

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

Exclusions

We will not pay for any claim:

1. In connection with any liability for Personal Injury to any employee arising out of or in the course of their employment with You.
2. In respect of liability imposed by the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Community Property is situated.

3. In respect of:
 - a. damage to property belonging to, rented by or leased by You or in Your physical or legal control, other than as provided under an operative Additional Benefit of Policy 2;
 - b. damage to property belonging to any person who is deemed a worker or employee within the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Community Property is situated;
 - c. injury to or death of animals on Your Common Area;
 - d. Personal Injury or Property Damage caused by animals on Your Common Area other than guard or watch dogs You employ for security purposes.
4. arising out of the rendering or failure to render professional advice by You or any error or omission connected therewith. This exclusion does not apply to the rendering or failure to render professional medical advice by a legally qualified medical practitioner, legally qualified registered nurse, dentist or first aid attendant You use to provide first aid services at Your Situation.
5. arising out of the publication or utterance of a defamation, libel or slander:
 - a. made prior to the commencement of Policy 2;
 - b. made by You or at Your direction when You knew it to be false.
6. arising out of the ownership, possession or use by You of any Vehicle, Watercraft, hovercraft, aircraft or aircraft landing areas other than as provided under an operative Additional Benefit of Policy 2.
7. arising out of or in connection with the ownership of marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) if such facilities are used for commercial purposes or provide fuel distribution facilities, unless We otherwise agree in writing.
8. arising out of construction, erection, demolition, alterations or additions to Your Community Property where the cost of such work exceeds \$500,000, unless You advise Us and obtain Our written consent, which We will not unreasonably withhold, to continue cover before commencement of such works.
9. arising from vibration or from the removal or weakening of or interference with the support of land or buildings or any other property.
10. arising under the terms of any agreement unless liability would have attached to You in the absence of such agreement.

This exclusion does not apply to:

- a. liability assumed by You under any contract or lease of real or personal property;
- b. liability assumed by You in the course of Your Business under the terms of any written agreement with the company, person or firm appointed to manage Your Business except where liability arises out of:
 - i any act of negligence on their part; or
 - ii by their default in performing their obligations under such agreement.

11. arising out of or caused by the discharge, dispersal, release of or escape of Pollutants into or upon property, land, the atmosphere, or any water course or body of water. This exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place during the Period of Insurance.
12. arising out of or incurred in the prevention, removing, nullifying or clean-up of any contamination or pollution. This exclusion does not apply to clean-up, removal or nullifying expenses only which are incurred after a sudden, identifiable, unexpected and unintended happening which takes place in its entirety at a specific time and place during the Period of Insurance.
13. for fines or penalties or for punitive, aggravated, exemplary or additional Damages (including interest and costs) imposed against You.
14. made or actions instituted:
 - a. outside Australia;
 - b. which are governed by the laws of a foreign country.

Definitions

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

Business

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



Policy 3 – Voluntary Workers

What We insure

If selected and shown in the Schedule, We will pay to a Voluntary Worker, or that person's estate, the corresponding benefit set out in the Table of Benefits below in the event of such Voluntary Worker sustaining bodily injury during the Period of Insurance:

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

Table of Benefits

Insured event	Benefit
1. Death	\$200,000
2. Total and irrecoverable loss of all sight in both eyes	\$200,000
3. Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot	\$200,000
4. Total and permanent loss of the use of one hand or of the use of one foot	\$100,000
5. Total and irrecoverable loss of all sight in one eye	\$100,000
6.a. Total Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Total Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	\$2,000
6.b. Partial Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Partial Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	\$1,000
7. The reasonable cost of domestic assistance certified by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities - in respect of each week of disablement a weekly benefit not exceeding \$500 up to a maximum of:	\$5,000
8. The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury to obtain medical treatment - up to a maximum of:	\$2,000
9. The reasonable cost of home tutorial expenses if the Voluntary Worker is a full time student – in respect of each week of Total Disablement a weekly benefit not exceeding \$250 up to a maximum of:	\$2,500
10. The reasonable cost of burial or cremation of a Voluntary Worker up to a maximum of:	\$5,000

Exclusions

We will not pay any benefits with respect to any insured events referred to in the Table of Benefits:

- a. arising out of intentional self-injury or suicide, or any attempt;
- b. attributable wholly or in part to childbirth or pregnancy, notwithstanding that miscarriage or childbirth may have been accelerated or induced by the bodily injury sustained;
- c. arising out of a Voluntary Worker being under the influence of alcohol or any drug, other than a drug prescribed by a qualified medical practitioner;
- d. to children under the age of 12 years;
- e. for bodily injury that does not manifest itself within 12 months of sustaining such bodily injury;
- f. arising out of a Voluntary Worker failing to procure and follow proper medical advice from a legally qualified medical practitioner;
- g. which is covered by Medicare, any workers' compensation legislation, any transport accident legislation, any common law entitlement, any government sponsored fund, plan or medical benefit scheme or any other insurance policy required to be effected by or under law;
- h. which would result in Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth);
- i. for more than one of insured events 6.a. and 6.b. in respect of the same period of time;
- j. under insured events 6.a. and 6.b. in respect of persons not in receipt of wages, salaries or other remuneration from their personal exertion.

Conditions

The following conditions apply:

- a. If a Voluntary Worker becomes entitled to benefits under more than one of the insured events 1 to 5 in respect of the same bodily injury, the benefits payable will be cumulative up to 100% of the benefit payable for insured event 1.
- b. After the occurrence of any one of the insured events 2 to 5 there will be no further liability under Policy 3 – Voluntary Workers for these insured events in respect of the same Voluntary Worker.
- c. In the event of a claim involving the death of a Voluntary Worker We will be entitled to have a post-mortem examination carried out at Our expense.

Definitions

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

Partial Disablement

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

Total Disablement

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



Policy 4 – Fidelity Guarantee

What We insure

If selected and shown in the Schedule, We will pay, up to the Sum Insured shown in the Schedule, in respect of fraudulent misappropriation of Your Funds committed during the Period of Insurance.

Exclusions

We will not pay for:

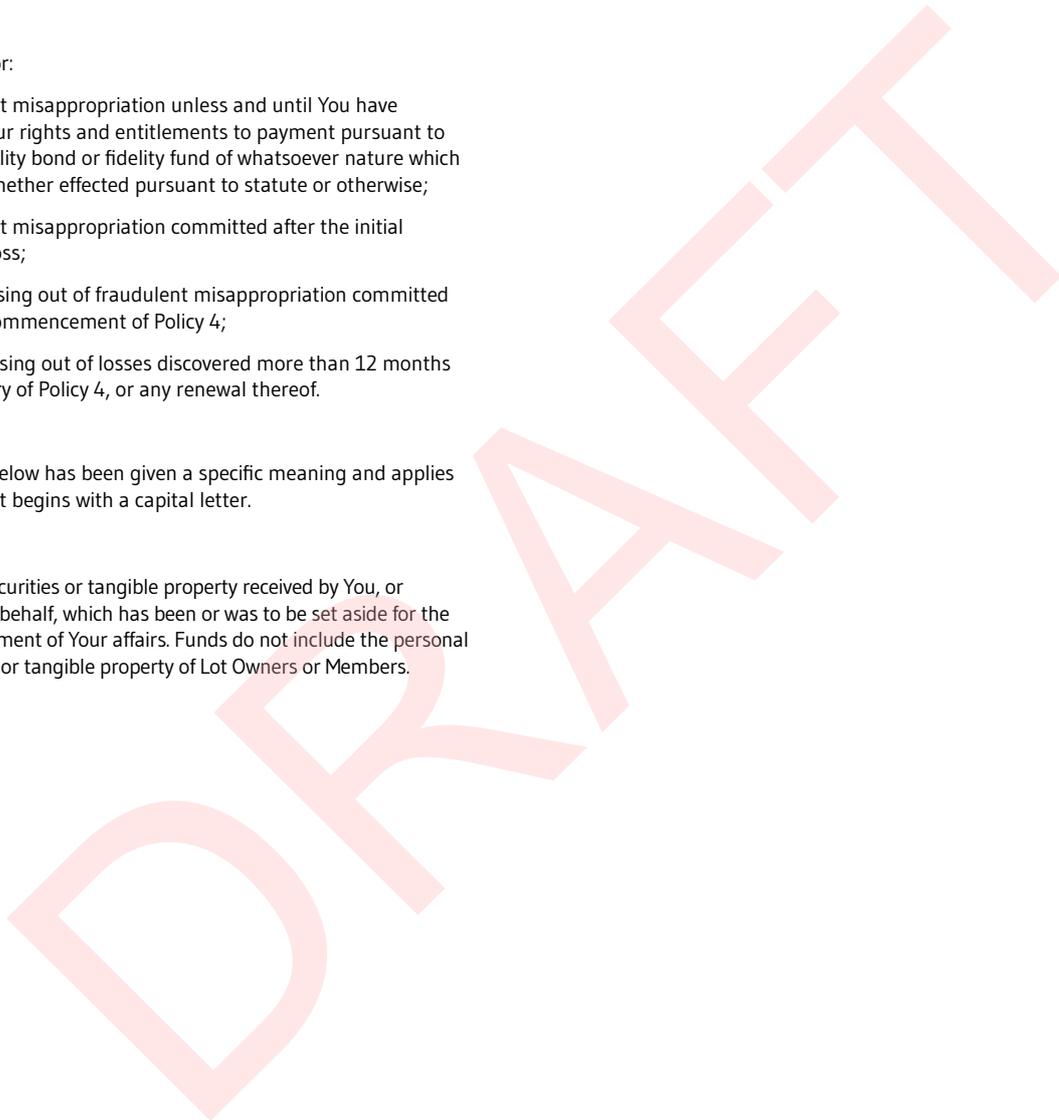
1. any fraudulent misappropriation unless and until You have exhausted Your rights and entitlements to payment pursuant to any other fidelity bond or fidelity fund of whatsoever nature which might exist whether effected pursuant to statute or otherwise;
2. any fraudulent misappropriation committed after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

Definitions

The word listed below has been given a specific meaning and applies to Policy 4 when it begins with a capital letter.

Funds

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





Policy 5 – Office Bearers’ Legal Liability

This Policy 5 – Office Bearers’ Legal Liability is issued on a Claims made and notified basis. This means Policy 5 responds to Claims first made against You during the Period of Insurance and notified to Us during the same Period of Insurance.

What We insure

If selected and shown in the Schedule, We will, subject to any Excess specified in the Schedule:

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

arising from any Claim:

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

Provided that Claims which do not comply with all of Clause a and b of this insuring clause are not, other than as provided under Special Benefit 2 – Continuous cover of Policy 5 – Office Bearers’ Legal Liability, the subject of this insurance or any indemnity.

The amount payable in respect of all Claims under Policy 5 will not in the aggregate exceed the Limit of Liability stated in the Schedule, inclusive of claimant’s costs and expenses and Defence Costs incurred by Us, during the currency of any one Period of Insurance.

Special Benefits

1. Payment of Defence Costs

In relation to any Claim under Policy 5:

- a. where indemnity has been confirmed by Us in writing, We will pay Defence Costs arising from such Claim;
- b. where indemnity has not been confirmed by Us in writing, We will:
 - i where We conduct the defence or settlement of such Claim, pay Defence Costs arising from such Claim; or
 - ii in any other case, reasonably decide to pay the Defence Costs arising from such Claim.

Provided always that in the event the Claim is withdrawn or that indemnity under Policy 5 is subsequently withdrawn or denied, We will cease to advance Defence Costs and You will refund any Defence Costs advanced by Us to the extent that You were not entitled to such Defence Costs, unless We agree in writing to waive recovery of such Defence Costs.

2. Continuous cover

Should a Claim, fact or circumstance arise which should have been or could have been notified to Us during a prior Period of Insurance

of Policy 5 or under an earlier Office Bearers’ Legal Liability Insurance Policy issued by Us, We will accept the notification of such Claim, fact or circumstance under Policy 5, provided always that:

- a. We have continuously been the Insurer under an Office Bearers’ Legal Liability Insurance Policy between the date when such notification should have been given and the date when such notification was in fact given; and
- b. the terms and conditions applicable to this Special Benefit 2 – Continuous cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Policy 5 under which the notification should have or could have been given.

3. Extended period of cover

Should a Claim, fact or circumstance arise within a period of 30 days following the expiry date of Policy 5 and Your renewal instructions have not been received We will, subject to Your renewal instructions being received by Us within that period, accept the notification of such Claim, fact or circumstance under Policy 5.

Provided always that the terms and conditions applicable to this Special Benefit 3 – Extended period of cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Policy 5 during the immediate prior Period of Insurance.

Exclusions

We will not pay for:

1. Claims arising from circumstances which You knew of prior to the Policy 5 inception, or a reasonable person in the circumstances could be expected to know, to be circumstances which may give rise to a Claim against You;
2. any dishonest or fraudulent act, criminal act or malicious act or omission of Yours or of any person at any time employed by You, but this exclusion will not apply to the costs incurred by You in successfully defending any Claim or suit made against You;
3. Claims for death, bodily injury, sickness, disease (including communicable disease), or damage to property. However this exclusion will not apply to loss or damage to Documents which are Your property, or entrusted to You, or costs and expenses incurred by You in replacing or restoring such Documents;
4. Claims resulting from Your intentional decision not to effect and maintain insurances as required by the Community Titles Act, Body Corporate and Community Management Act, Community Land Management Act or similar legislation applying where the Community Property and Common Area is situated;
5. Claims arising out of a publication or utterance of a libel or slander or other defamatory or disparaging material;
6. fines, penalties, punitive or exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;
7. You gaining or having gained any personal profit or advantage to which You were not legally entitled or for which You may be held accountable to Your Community Association or any individual Member thereof;
8. monies or gratuity given to You without authorisation by Your Community Association where such authorisation is necessary pursuant to the Articles of Your Community Association or

prescribed law;

9. a conflict of duty or interest of Yours;
10. any intentional exercise of the powers of You for a purpose other than the purpose for which such powers were conferred by the Articles of Your Community Association;
11. any Wrongful Act made or threatened or in any way intimated on or before the inception date specified in the Schedule, except as otherwise provided in Special Benefit 2 – Continuous cover of Policy 5;
12. Claims first notified to Us after the expiry of Policy 5, except as otherwise provided in Insuring Clause b of Policy 5;
13. Claims brought against Your Community Association Manager/ Agent, other than as covered under a ii of the Insuring Clause hereof, or other contracted person(s), firm or company when acting in their professional capacity;
14. Claims brought against You in a Court of Law outside Australia.

Conditions

Defence and settlement

If You refuse to consent to any settlement recommended by Us and elect to continue any legal proceedings in connection therewith, Our liability for the Claim will not exceed the amount for which the Claim could have been settled including the costs and expenses incurred up to the date of such refusal.

The amount for which the Claim could have been settled (including the costs and expenses incurred up to the date of such refusal) is either:

- a. the amount for which the claimants offer to settle the Claim; or
- b. the amount assessed by a Senior Counsel, taking into account:
 - i the economics of the matter;
 - ii the damages and costs which are likely to be recovered from the claimants;
 - iii the likely Defence Costs; and
 - iv Your prospects of successfully defending the Claim.

If You and We cannot agree on the Senior Counsel, We will ask the President of the Bar Association in the relevant State or Territory to nominate one.

We will include the cost of the Senior Counsel's opinion in Your Defence Costs.

Reporting and notice

A specific Wrongful Act will be considered to have been first reported to Us:

- a. at the time You first give written notice to Us that a Claim has been made against You for such Wrongful Act; or
- b. at the time You first give written notice to Us:
 - i having the potential of giving rise to a Claim being made against You;
 - ii of the receipt of written or oral notice from any party that it is the intention of such party to hold You responsible for such Wrongful Act;

whichever first occurs.

Severability and non-imputation

Where Policy 5 insures more than one party, any conduct on the part of any party or parties whereby such party or parties:

- a. made a misrepresentation to Us before this contract of insurance was entered into; or
- b. failed to comply with any terms or conditions of Policy 5;

will not prejudice the right of the remaining party or parties to indemnity as may be provided by Policy 5. Provided always that:

- i such remaining party or parties be entirely innocent of and have no prior knowledge of any such conduct; and
- ii as soon as is reasonably practicable upon becoming aware of any such conduct advise Us in writing of all known facts in relation to such conduct.

Subrogation

In the event of a payment under Policy 5 to or on Your behalf We will, subject to the Insurance Contracts Act 1984, be subrogated to all Your rights of recovery against all persons or organisations and You will execute and deliver instruments and papers and do all that is necessary to assist Us in the exercise of such rights.

Definitions

The words listed below have been given a specific meaning and apply to Policy 5 when they begin with a capital letter.

Claim, Claims

means:

- a. a written or verbal allegation of any Wrongful Act; or
- b. a civil proceeding commenced by the service of a complaint, summons, statement of Claim or similar pleading alleging any Wrongful Act; or
- c. a criminal proceeding commenced by a summons or charge alleging any Wrongful Act.

Defence Costs

means costs, charges and expenses (other than Your fees, salaries or salaries of Your employees) incurred by Us or with Our written consent (such consent not to be unreasonably withheld) in the investigation, defence, monitoring or settlement of any Claim or proceedings and appeals therefrom together with the costs of appeal.

Documents

means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whether written, printed or reproduced by any other method but does not include currency notes or negotiable instruments of any kind.

Loss

means the amount payable in respect of a Claim made against You for a Wrongful Act and will include damages, judgements, settlements, orders for costs and Defence Costs.

Office Bearer

means:

- a. a person appointed by the Community Association to act as an Office Bearer or committee member in terms of the Community Titles Act, Body Corporate and Community

Community Association Insurance Plan



Management Act, Community Land Management Act or similar legislation applying where the Community Property and Common Area is situated;

- b. a Community Association Manager/Agent appointed as an agent of an Office Bearer and/or committee member;
- c. a person invited by an Office Bearer and/or committee member to assist in the management of the Community Association affairs.

Wrongful Act

means any error, misstatement, act or omission, or neglect or breach of duty made, committed, attempted or allegedly made, committed or attempted by You or any matter claimed against You solely by reason:

- a. of You serving as an Office Bearer or committee member or director of the Community Association; or
- b. as an Office Bearer on a related building management committee provided at the time of serving as an Office Bearer on that committee You are also an Office Bearer or committee member or nominee or director of Your Community Association.

Where any such Wrongful Act results in more than one Claim all such Claims will jointly constitute one Loss and be deemed to have originated in the earliest Period of Insurance in which any of such Wrongful Acts is first reported to Us.

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Policy 6 – Machinery Breakdown

What We insure

If selected and shown in the Schedule, We will insure You up to the Sum Insured for Policy 6 shown in the Schedule for Insured Damage provided that the Insured Item is within Your Situation and is in the ordinary course of working at the time Damage occurs.

The amount We pay will:

- be calculated in accordance with the clause herein titled 'Claims – how We will settle Your claim';
- be subject to the application of any Excess shown in the Schedule; and
- not exceed the Sum Insured stated in the Schedule.

Additional Benefits

Additional Benefits are included when the Sum Insured under Policy 6 is not otherwise expended in respect of any one Event. We will pay for the reasonable cost of:

1. expediting repair including overtime working;
2. express or air freight;
3. replacing oil and refrigerant gas from air-conditioning units or refrigeration units;
4. hiring a temporary replacement item provided such cost is necessary to maintain a vital service provided by You.

These costs must be incurred as the result of Insured Damage.

Exclusions

We will not pay for:

1. Damage caused by:
 - a. Wear and Tear;
 - b. chipping, scratching or discolouration of painted, polished or finished surfaces;
 - c. the deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving which had not previously penetrated completely through the entire thickness of the material of the Insured Item, notwithstanding that repair or renewal of the part affected may be necessary either immediately or at some future time, except where caused by Insured Damage and You did not know or should not reasonably have known of the pre-existing condition;
 - d. the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions, rust, Erosion, corrosion, oxidation or ordinary use;
 - e. the tightening of loose parts, recalibration or adjustments;
 - f. the carrying out of tests involving abnormal stresses or the intentional overloading of any Insured Item.
2. Damage to:
 - a. glass or ceramic components;
 - b. defective tube joints or other defective joints or seams;

- c. any valve fitting, shaft seal, gland packing joint or connection except where caused directly by Insured Damage;
 - d. foundations, brickwork, and refractory materials forming part of an Insured Item;
 - e. television, video or audio equipment other than security system equipment;
 - f. expendable items, including electrical and electronic glass bulbs, tubes, lamps, x-ray tubes, electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;
 - g. computers, telecommunication transmitting and receiving equipment, Electronic Data processing equipment, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, stationary and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating electrical wiring, water and gas piping and all other plant and equipment not owned by You;
 - h. plant which has been hired or is on loan unless We specifically agree in writing.
3. consequential loss of any kind, including but not limited to loss of use, loss of contract, loss of profit/revenue, loss of opportunity, loss of goodwill and/or reputational damage, or special damages, other than that which is specifically stated.
 4. Damage caused by the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.
 5. Damage occurring during installation or erection other than the dismantling, movement and re-erection for the purpose of cleaning, inspection, repair or installation in another position within the Situation.
 6. Damage which is claimable from any manufacturer, supplier, engineer or other person under the provisions of any maintenance or warranty agreement.
 7. loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts.
 8. the cost of converting refrigeration/air-conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas.

Claims – how We will settle Your claim

If Your claim is accepted, We will, in consultation with You, settle Your claim by either repairing or replacing the Insured Item, or paying for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Insured Damage.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.



Definitions

The words listed below have been given a specific meaning and these specific meanings apply to Policy 6 when the words begin with a capital letter.

Insured Damage

means Damage which occurs during the Period of Insurance and requires repair or Replacement to allow continuation of use, other than by a cause:

- a. which is covered under Policy 1 – Community Property; or
- b. which is not claimable under Policy 6 – Machinery Breakdown.

Insured Item

means:

- a. lifts, elevators, escalators and inclinator provided they are subject to a current comprehensive maintenance agreement;
- b. all other electrical, electronic and mechanical machinery, boilers and pressure vessels and similar plant;

that forms part of Your Community Property or its services.

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Policy 7 – Catastrophe Insurance

What We insure

If selected and shown in the Schedule, We insure You up to the Sum Insured shown in the Schedule for Policy 7, against the Escalation in the cost of Replacement of Your Community Property if it is destroyed, or it is assessed as a constructive total loss, following a loss which occurs during the Period of Insurance:

1. a. due to a Catastrophe; or
 - b. other Event which occurs not later than 60 days after a Catastrophe, provided Your Community Property has been continuously insured with Us for that period; and
2. the Event giving rise to the loss is admitted as a claim under Policy 1 – Community Property.

Special Benefits

Special Benefits are included in addition to the Sum Insured for Policy 7.

1. Temporary Accommodation / Community Income – extended period of cover

a. Temporary Accommodation

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

- due to the happening of a Catastrophe, or other Event referred to in Clause 1b of ‘What We insure’; and
- the Damage to Your Community Property is admitted as a claim under Policy 1 – Community Property.

We will pay from the time indemnity provided under Special Benefit 1a of Policy 1 is expended until the time Your Community Property can be re-occupied following completion of rebuilding, repairs or Replacement.

b. Community Income

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Community Property We will pay the actual Community Income You lose or would have lost if Your Community Property is made unfit to be occupied for its intended purpose by Damage:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1b of ‘What We insure’; and
- the Damage to Your Community Property is admitted as a claim under Policy 1 – Community Property.

We will pay from the time indemnity provided under Special Benefit 1b of Policy 1 – Community Property is expended until the time Your Community Property is relet following completion of rebuilding, repairs or Replacement provided You demonstrate You have taken all reasonable actions to obtain a new Tenant.

2. Temporary Accommodation – escalation in cost

When You occupy Your Community Property We will pay for Escalation in the Cost of Temporary Accommodation You necessarily incur if Your Community Property is Damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1b of ‘What We insure’; and
- the Damage to Your Community Property is admitted as a claim under Policy 1 – Community Property.

We will pay from the time Temporary Accommodation is obtained until the time Your Community Property can be re-occupied following completion of rebuilding, repairs or Replacement.

3. Removal, storage

We will pay for the costs You necessarily incur in:

- a. removing any undamaged portion of Your Community Property to the nearest place of safe keeping;
- b. storing the undamaged portion at that place or an equivalent alternate place;
- c. returning the undamaged portion to the Situation when occupancy of Your Community Property is permitted;
- d. insuring Your undamaged Community Property during such removal, storage and return.

We will pay if the Damage to Your Community Property is due to:

- the happening of a Catastrophe, or other Event referred to in Clause 1b of ‘What We insure’; and
- the Damage to Your Community Property is admitted as a claim under Policy 1 – Community Property.

The amount We pay will be reduced by any amount payable for such costs under Policy 1 – Community Property.

The combined total amount We will pay under Special Benefits 1 to 3 arising out of any one Event claimable under Policy 7 is limited to 15% of the Sum Insured shown in the Schedule for Policy 7 or such other percentage as We may agree in writing.

Claims – how We will settle Your claim

The basis upon which the amount payable as escalation in the cost of Replacement is to be calculated as the difference between:

- a. the actual cost necessarily incurred to rebuild, repair or replace Your Community Property following a Catastrophe, or other Event referred to in Clause 1b of ‘What We insure’; and
- b. the greater of either:
 - i. the cost that would have applied to rebuild, repair or replace Your Community Property in terms of Policy 1 – Community Property immediately prior to the Catastrophe; or
 - ii. the Sum Insured in force under Policy 1 – Community Property at the time of the Catastrophe, or other Event referred to in Clause 1b of ‘What We insure’.

Special Provisions

1. No payment will be made under Policy 7 until such time as the greater amount determined in accordance with the provisions of Clause b of ‘Claims – how We will settle Your claim’ has been fully expended in Replacement of Your Community Property.
2. In certifying the cost of Replacement of Your Community Property at the time immediately prior to a happening giving rise to a claim under Policy 7 the qualified valuer, loss adjuster or other suitably qualified person will use as the basis of certification:



- a. the accepted building industry cost standards or recognised cost of materials guide in force on the day immediately prior to the happening of the Catastrophe or a day as close as practicable thereto;
 - b. any extra cost necessarily incurred to comply with any public or statutory authority requirements but will not include any cost that would have been incurred in complying with orders issued prior to the Damage;
 - c. architects' fees, surveyors' fees and any other professional fees;
 - d. legal fees necessarily incurred in making submissions or applications to any public or statutory authority, Builders Licensing Board, or Land and Environment Courts as a result of Damage to Your Community Property;
 - e. fees, contributions or imposts payable to any public or statutory authority to obtain consent to rebuild, replace or repair Your Community Property.
3. Any differences relating to the cost of Replacement at the time immediately prior to a happening giving rise to a claim under Policy 7 may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be binding.

Conditions

Policy 7 is subject to the same terms, conditions and exclusions as Policy 1 – Community Property, except as they may be expressly varied herein.

Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses

This Policy 8 is issued on a Claims made and notified basis. This means Parts A, B and C of Policy 8 respond to Claims first made against You during the Period of Insurance and notified to Us during the same Period of Insurance.

Part A: Government Audit Costs

What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part A: Government Audit Costs of Policy 8 in the Schedule, for Professional Fees You reasonably incur with Our written consent, which We will not unreasonably withhold, in connection with an Audit first notified to You verbally or in writing during the Period of Insurance or within 30 days thereafter.

We will not pay more than the Sum Insured for Part A: Government Audit Costs for:

- a. any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;
- b. all Claims reported in any one Period of Insurance.

Additional Benefit

1. Record Keeping Audit

We will pay up to \$1,000 in any one Period of Insurance for Professional Fees You reasonably incur with Our written consent, which We will not unreasonably withhold, in connection with a Record Keeping Audit.

Exclusions

1. We will not pay for Professional Fees:
 - a. if prior to the commencement of the Period of Insurance You, or any person acting on Your behalf:
 - i received any notice of a proposed Audit;
 - ii had information that an Audit was likely to take place;
 - iii had information that would indicate to a reasonable person that an Audit was likely to take place.
 - b. if a return, or a document required to be lodged in relation to an Audit, has not been lodged:
 - i at all;
 - ii properly;
 - iii by the due date.
 - c. for any Audit that is conducted specifically for the purposes of determining if a fine, penalty or prosecution should be imposed in connection with:
 - i any act or omission by You; or
 - ii any failure, act or omission arising from or in connection with Your statutory obligations.
 - d. charged by someone other than a Professional Adviser unless We have given Our prior written consent, which We will not unreasonably withhold.
 - e. relating to the Audit of Your taxation and financial affairs unless the return is first lodged:
 - i during the Period of Insurance; or
 - ii not more than 12 months prior to the original inception date of Policy 8; or
 - iii relates to a return for a financial year not more than three years prior to the date You receive notification of an Audit.

2. We will not under any circumstances pay for the cost of:
 - a. any fines, penalties, interest or adjustment of tax, additional tax, duty, government impost or similar charges;
 - b. any review pertaining to You maintaining any industry status, licence, membership or compliance with any employee related legislation or regulations;
 - c. the gathering of data or information by any government, statutory body, authority or agency that is not directly part of an Audit.

Conditions

1. We require You to:
 - a. make all efforts to comply with the relevant legislation, procedures and guidelines issued by the Australian Taxation Office, or Commonwealth, State or Territory Department, Statutory Body or Agency in relation to the maintenance of records, books and documents;
 - b. lodge taxation and other statutory returns within the prescribed time limits or if an extension is granted within the further period granted;
 - c. upon becoming notified of an Audit or impending Audit promptly inform CHU by telephone, in writing or in person;
 - d. obtain CHU's written approval, which We will not unreasonably withhold, before engaging a Professional Adviser, other than Your accountant, and notify them of all Professional Fees Your accountant proposes to charge.
2. An Audit commences:
 - a. at the time You first receive notice that an Auditor proposes to conduct an Audit; and
 - b. is completed when:
 - i the Auditor has given written notice to that effect; or
 - ii the Auditor notifies You that it has made a Final Decision of a Designated Liability; or
 - iii when the Auditor has issued an assessment or amended assessment of a Designated Liability.

Part B: Appeal Expenses – common property, health and safety breaches

What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part B: Appeal Expenses of Policy 8 in the Schedule for Appeal Expenses You necessarily incur with Our consent, which We will not unreasonably withhold, in appealing against:



- a. the imposition of an improvement or prohibition notice under any workplace, occupational health, safety or similar legislation applying where Your Community Property is situated; or
- b. the determination under any workplace occupational health, safety or similar legislation applying where Your Community Property is situated of a review committee, arbitrator, tribunal or Court.

We will not pay:

- a. unless any such notice or determination is first made or first brought against You during the Period of Insurance and You report it to Us during that Period of Insurance or within 30 days thereafter;
- b. more than the Sum Insured for Part B: Appeal Expenses for:
 - i any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;
 - ii all Claims reported in any one Period of Insurance.

The imposition of an improvement or prohibition notice must arise out of Your failure to provide and maintain so far as is reasonably practicable:

- a safe working environment;
- a safe system of work;
- plant and substances in a safe condition;
- adequate facilities of a prescribed kind for the welfare of Your employees.

Part C: Legal Defence Expenses

What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part C: Legal Defence Expenses of Policy 8 for Legal Defence Expenses You necessarily incur with Our written consent, which We will not unreasonably withhold, in connection with litigation arising out of a Claim made or brought against You less any Excess shown in the Schedule:

- a. in connection with the conduct of Your ordinary Business and affairs;
- b. under the Competition and Consumer Act 2010 (Cth) or under any other consumer protection legislation;
- c. arising out of any dispute with an employee, former employee or prospective employee:
 - i concerning the terms and conditions of their contract of employment or alleged contract of employment with You;
 - ii leading to civil or criminal proceedings under any racial or sexual discrimination legislation.

We will not pay:

- a. unless:
 - i any such Claim is first made or first brought against You during the Period of Insurance;
 - ii You report it to Us during that Period of Insurance or within 30 days thereafter;
 - iii there are reasonable grounds for the defence of any such Claim.
- b. more than the Sum Insured for Part C: Legal Defence Expenses for:

- i any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;
- ii all Claims reported in any one Period of Insurance.

Excess

For each and every Claim You must, pay or contribute a minimum amount of \$1,000 unless otherwise shown in the Policy Schedule.

Exclusions

1. We do not insure Legal Defence Expenses for any Claim:
 - a. which You have pursued or defended without Our written consent, which We will not unreasonably withhold;
 - b. which You have pursued or defended contrary to or in a different manner from that advised by the Appointed Representative;
 - c. arising from an act, omission, liability or Event for which indemnity is otherwise provided under Policy 2 – Liability to Others and Policy 5 – Office Bearers’ Legal Liability or would have been provided if Policy 2 – Liability to Others and Policy 5 – Office Bearers’ Legal Liability were operative;
 - d. arising from circumstances that You knew of prior to the inception of this Policy, or a reasonable person in the circumstances could be expected to know, to be circumstances that may give rise to a Claim against You;
 - e. arising from a deliberate act, including a deliberate act of fraud or dishonesty, on Your part if a judgment or other final adjudication adverse to You establishes that such act was committed or attempted by You with actual dishonest purpose or intent and was material to the cause of action so adjudicated;
 - f. between You and Us including Our directors, employees or servants;
 - g. which involves a conflict of duty or interest of Yours;
 - h. made or threatened or in any way intimated on or before the inception date shown in the Schedule, except as otherwise provided by Condition 4 – Continuous cover;
 - i. first notified to Us more than 30 days after the expiry of this Policy, except as otherwise provided by Condition 4 – Continuous cover.
2. We will not be liable for:
 - a. the cost of litigation or proceedings initiated by You;
 - b. the payment of any compensation or damages of any kind other than Your liability to pay fees, expenses and disbursements of other persons or entities by reason of an order of any Court, Arbitrator or Tribunal.

Conditions

1. Appeal procedure

If You are dissatisfied with any decision made by a Court or Tribunal and wish to appeal against that decision, You must:

- a. make a further written application to Us for Our written consent, which We will not unreasonably withhold, at least five business days prior to the expiry of the time for instituting an appeal; or
- b. if the time allowed by law to appeal is less than five business days, You must advise Us as soon as practicable.

Your application or advice must state the reasons, as fully as possible, for making an appeal.

If We are dissatisfied with any decision made by a Court or Tribunal and wish to appeal that decision You must reasonably co-operate with Us in the bringing of such an appeal. In this event We will pay all costs involved.

2. Bill of costs

You must forward Us all bills of costs or other communications relating to fees and expenses as soon as practicable after receipt by You. If requested by Us, You will instruct the Appointed Representative to submit the bill of costs for taxation or adjudication by any relevant professional body, Court or Tribunal.

You must not without Our written approval, which We will not unreasonably withhold, enter into any agreement with the Appointed Representative as to the level of fees and expenses to be charged. Further You must not represent to the Appointed Representative that all fees and expenses charged to Your account are insured by this Policy.

3. Consent

We will not be liable to indemnify You unless You have first obtained Our specific written consent, which We will not unreasonably withhold, to incur Legal Defence Expenses in the defence of any Claim instituted against You. The granting of any such consent will not be unreasonably withheld after You have given notice to Us of any occurrence or circumstance that might result in a Claim being made or proceedings instituted against You.

4. Continuous cover

Should a Claim arise which should have been or could have been notified to Us during a prior Period of Insurance when this Policy was operative, We will accept the notification of such Claim.

Provided always that:

- a. We have continuously been the Insurer between the date when such notification should have been given and the date when such notification was in fact given; and
- b. the terms and conditions applicable to Condition 4 – Continuous cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Policy under which the notification should have or could have been given.

5. Information to be given to the Appointed Representative

You will at all times and at Your own expense give to the Appointed Representative all such relevant information and assistance as reasonably required. You will give a complete and truthful account of the facts of the case, shall supply all relevant documentary and other evidence in Your possession relating to the Claim, will obtain and sign all relevant documents required to be obtained and signed and will attend any meetings or conferences when reasonably requested.

6. Nomination of Appointed Representative

You may request Us to nominate a solicitor to act as Your Appointed Representative or if You elect to nominate Your own solicitor to act as the Appointed Representative, You must submit the name and address of that solicitor to Us. We may reasonably accept or refuse such nomination and provide You with Our reason for reaching this decision.

If agreement cannot be reached on the appointment the President of the Law Society within Your State will be requested to nominate an Appointed Representative. During this period We will be entitled but not bound to instruct an Appointed Representative on Your behalf if We consider it necessary to do so to safeguard Your immediate interests. In all cases the Appointed Representative will be appointed in Your name and will act on Your behalf.

7. Offer of settlement

You must inform Us as soon as practicable and reasonable if You receive an offer to settle a Claim.

If such offer of settlement is considered to be fair and reasonable and You withhold Your agreement to such a settlement and elect to continue legal proceedings Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such settlement offer.

If You refuse a recommendation by the Appointed Representative to settle a Claim and elect to continue legal proceedings, Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such refusal.

8. Our access to the Appointed Representative

You will do all things reasonably necessary to allow Us to obtain from the Appointed Representative any relevant information, report documents or advice relating to the Claim. However You will not be prejudiced if the Appointed Representative refuses to make such information, report documentation or advice available to Us on the grounds that to do so might prejudice Your interests in any litigation that is involved or may be commenced.

9. Recovery of Legal Defence Expenses

If You are awarded costs, You must take all reasonable steps to recover such fees and expenses for which You are indemnified by this Policy. All such fees and expenses actually recovered will be taken into account when calculating Our liability.

10. Reporting and notice

A specific Claim will be considered to have been first reported to Us at the time You first give written notice to Us of the receipt of written or oral notice from any party or entity that it is the intention of such party or entity to hold You responsible for a civil or criminal act.

11. Subrogation

In the event of a payment under this Policy to or on Your behalf We will, subject to the Insurance Contracts Act 1984, be subrogated to all Your rights of recovery of Legal Defence Expenses against all persons or organisations and You will execute and deliver instruments and papers and do all that is necessary to assist Us in the exercise of such rights.

Definitions

The words listed below have been given a specific meaning and apply to Policy 8 when they begin with a capital letter.

Appeal Expenses

means legal costs, professional costs and other disbursements necessarily and reasonably incurred with Our consent, which We will not unreasonably withhold, in connection with a Claim brought against You.



Appointed Representative

means a solicitor, barrister, assessor, consultant, investigator or other appropriately qualified person instructed to act on Your behalf in connection with any Claim with respect to which Legal Defence Expenses are payable under this Policy.

Audit

means an audit or investigation of Your taxation and financial affairs by the Australian Taxation Office, or by a Commonwealth, State or Territory Department, Statutory Body or Agency in relation to and following the lodgement of Your return(s), including but not limited to Business Activity Statement (BAS), Capital Gains Tax, Fringe Benefits Tax, Income Tax, Prescribed Payment and Group Tax Returns, Payroll Tax, Stamp Duty, Compliance with Superannuation Industry Supervision Act 1993 and Workers Compensation Returns.

Auditor

means an officer who is authorised under Commonwealth, State or Territory legislation to carry out an Audit of Your taxation or financial affairs.

Business

means the ownership of Your Common Area and Community Property unless You otherwise advise Us and We agree to such inclusion in writing.

Claim, Claims

means:

- a. a written or verbal advice of intent to initiate legal proceedings or a civil or criminal action against You; or
- b. a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading against You; or
- c. a criminal proceeding commenced by a summons or charge against You.

Designated Liability

means Your obligation to pay an amount under Commonwealth, State or Territory Legislation.

Final Decision

means a written notification of the Auditors' completed views in connection with a Designated Liability and includes any written statement which is intended by the Auditor to be its findings or the basis upon which it proposes to act in connection with a Designated Liability.

Legal Defence Expenses

means:

- a. fees, expenses and other disbursements necessarily and reasonably incurred by an Appointed Representative in connection with any Claim brought against You including costs and expenses of expert witnesses as well as those incurred by Us in connection with any such Claim;
- b. fees, expenses and disbursements incurred by persons or entities other than You in so far as You are liable to pay such fees, expenses and disbursements by reason of an order of any Court, Arbitrator or Tribunal;
- c. legal fees, expenses and other disbursements reasonably

and necessarily incurred in appealing or resisting an appeal from the judgment or determination of a Court, Arbitrator or Tribunal.

Professional Adviser

means:

- a. an accountant who is a member of a nationally recognised accounting body, registered tax agent or tax consultant;
- b. any other professional person or consultant engaged by or at the recommendation of the accountant with Our prior written approval, but does not mean You or any person working for You under a contract of employment.

Professional Fees

means the reasonable and necessary fees, costs and disbursements incurred in connection with an Audit that would be payable by You to Your Professional Adviser for work undertaken in connection with an Audit, but does not mean or include fees, costs and disbursements that:

- a. form part of an annual or fixed fee or cost arrangement; or
- b. relate to any subsequent objection or appeal or request for review in respect of the Audit, or any assessment, amended assessment or Final Decision of the Auditor; or
- c. were rendered by a third party in relation to which Our written consent was not obtained before those fees were incurred; or
- d. relate to or are associated with the preparation of any accounts, financial statements or documents or to any attendance or service which would have been or would or should ordinarily or prudently have been prepared prior to or at the time that the lodgement of any return or document was required to be lodged in connection with a Designated Liability.

Record Keeping Audit

means any enquiry or investigation to determine the extent of Your compliance with the record keeping requirements of relevant legislation that You have to comply with.

Policy 9 – Lot Owners’ Homes

Part A – Homes

What We insure

If selected and shown in the Schedule, We will insure You up to the Sum Insured shown for Part A of Policy 9 in the Schedule for Damage to Your Home which occurs during the Period of Insurance.

Additional Benefits

When the Sum Insured for Part A of Policy 9 is not otherwise expended We will pay the following incurred as a result of Damage to Your Home that is admitted as a claim under Part A of Policy 9 for:

1. Architects’ and professional fees, removal of debris

- a. the cost of architects’ fees, surveyors’ fees and other professional fees;
- b. the cost of removal, storage and/or disposal of debris, being the residue of Your Damaged Home and the Contents (including debris required to be removed from adjoining or adjacent public or private land), and of anything which caused the Damage;
- c. the cost of dismantling, demolishing, shoring up, propping, underpinning, or other temporary repairs;
- d. the cost of demolition and disposal of any undamaged portion of Your Home including undamaged foundations and footings in accordance with a demolition order issued by a public or statutory authority;

that You necessarily incur in the Replacement of Your Home.

2. Emergency cost of minimising losses

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

We will not pay more than \$2,000 for this Additional Benefit unless You first obtain Our written consent, which will not be unreasonably withheld, prior to You incurring costs in excess of this amount.

3. Government fees, contributions or imposts

Fees, contributions or imposts required to be paid to any public or statutory authority to obtain their authority to rebuild, repair or replace Your Home, but We will not pay for any fine or penalty imposed by any such authority.

4. Legal fees

Legal fees You necessarily incur in making submissions and/or applications to any public or statutory authority, Builders Licensing Board, or Land and Environment Courts.

5. Temporary protection

The reasonable cost You incur of temporary protection and safety of Your Home and persons who reside at Your Home.

Unless You obtain Our written consent, which We will not unreasonably withhold, prior to You incurring these costs, the most We will pay for this Additional Benefit is \$5,000.

6. Tsunami Damage

Loss or Damage to Your Home caused by a Tsunami.

7. Emergency services

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

Special Benefits

The following Special Benefits are included in addition to the Sum Insured for Part A of Policy 9.

1. Temporary Accommodation / Rent / contributions / storage

a Temporary Accommodation

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

- i Damage to Your Home that is admitted as a claim under Part A of Policy 9; or
- ii reasonable access to or occupancy of Your Home being prevented by Damage from an Event claimable under Part A of Policy 9 happening to other property in the immediate vicinity.

We will pay:

- under Clause ai from the time of the Event until the time Your Home can be re-occupied following completion of rebuilding, repairs or Replacement; and
- under Clause aii from the time of the Event until the time when access to Your Home is re-established.

b Rent

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Home We will pay the actual Rent You lose or would have lost if Your Home is made unfit to be occupied for its intended purpose due to:

- i Damage to Your Home that is admitted as a claim under Part A of Policy 9; or
- ii reasonable access to or occupancy of Your Home being prevented by Damage from an Event claimable under Part A of Policy 9 happening to other property in the immediate vicinity.

We will pay:

- under Clause bi from the time of the Event until the time Your Home is relet following completion of rebuilding, repairs or Replacement provided You demonstrate You have taken all reasonable actions to obtain a new Tenant; and
- under Clause bii from the time of the Event until the time when access to Your Home is re-established.

c Disease, murder and suicide

We will pay for:

- i the cost of Temporary Accommodation You necessarily incur;
- ii the actual Rent You lose;

if You are not permitted to occupy Your Home by order of the police, a public or statutory authority, other body, entity or person so empowered by law, due to:

- the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plant cooling towers and the like;
- a human infectious or contagious disease, except for communicable disease;



- murder or suicide;
occurring at Your Situation.

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

d Failure of supply services

We will pay for:

- i the cost of Temporary Accommodation You necessarily incur;
- ii the actual Rent You lose;

if Your Home is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from Damage by an Event claimable under Part A of Policy 9 happening to property belonging to or under the control of any such supply authority, provided the failure of services extends for more than 48 hours We will pay from the time of the failure until the time such services are reinstated, or for a period of 30 days, whichever first occurs.

e Cost of reletting

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

- i Damage to Your Home that is admitted as a claim under Part A of Policy 9; and
- ii Your Tenant at the time of the Event subsequently advises they will not be reoccupying Your Home they previously leased.

f Community Association contributions and fees

We will pay up to \$2,000 for contributions, levies, maintenance and other fees You are required to pay to Your Community Association during the period Your Home is made unfit to be occupied for its intended purpose due to Damage to Your Home that is admitted as a claim under Part A of Policy 9.

g Removal, storage - Contents

We will pay the reasonable costs You necessarily incur in:

- i removing Your undamaged Contents to the nearest place of safekeeping;
- ii storing Your undamaged Contents at that place or an equivalent alternate place;
- iii returning Your undamaged Contents to Your Situation when occupancy of Your Home is permitted;
- iv insuring Your undamaged Contents during such removal, storage and return;

following Damage to Your Home that is admitted as a claim under Part A of Policy 9 that renders the Home unfit to be occupied for its intended purpose.

The combined total amount We will pay under Special Benefit 1 - Temporary Accommodation / Rent / contributions / storage - a. to g. arising out of any one Event that is admitted as a claim under Part A of Policy 9 is limited to 15% of the amount shown in the Schedule for Part A of Policy 9 or such other percentage as We may agree in writing.

2. Alterations/additions

When You make alterations, additions or renovations to Your Home during the Period of Insurance We will during the construction period pay up to \$100,000 for Damage to such alterations, additions or renovations by an Event claimable under Part A of Policy 9 provided:

- i the value of such work does not exceed that amount; or
- ii You notify Us and We otherwise agree in writing before the commencement of such work;

but We will not pay if, under the terms and conditions of the contract You have signed with the builder, contractor or similar entity, such party is required to effect cover under a Contract Works or similar insurance policy that insures material Damage and liability risks.

3. Arson reward

We will pay a total reward of up to \$10,000 for information (irrespective of the number of people supplying information) which leads to a conviction for arson, theft, vandalism or malicious damage provided such Damage to Your Home is claimable under Part A of Policy 9. We will pay the reward to the person or persons providing such relevant information or in such other manner as We may reasonably decide.

4. Fusion of motors

We will pay for the cost of repairing or replacing an electric motor forming part of Your Home which has been Damaged by Fusion.

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

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

We will not pay for:

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

How We will settle Your Fusion claim

If Your claim is accepted, We will settle Your claim reasonably in one of the following ways:

- a. repairing Your Home;
- b. replacing Your Home; or
- c. paying for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Fusion.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

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

We will pay up to \$2,000 for the cost of increased usage, accidental discharge or additional management charges of metered electricity, gas, sewerage, oil and water You are required to pay following

Damage to Your Home by an Event that is admitted as a claim under Part A of Policy 9.

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

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

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

7. Emergency accommodation

When You occupy Your Home for residential purposes We will pay up to \$1,500 for the reasonable cost of emergency accommodation You necessarily incur if Your Home is made unfit to be occupied for its intended purpose due to:

- a. Damage to Your Home that is admitted as a claim under Part A of Policy 9; or
- b. reasonable access to or occupancy of Your Home is prevented by Damage from an Event claimable under Part A of Policy 9 happening to other property in the immediate vicinity.

8. Environmental improvements

If Damage to Your Home is admitted as a claim under Part A of Policy 9 and the cost to rebuild, replace or repair the Damaged portion is more than 25% of what the cost would have been had Your Home been totally destroyed We will, in addition to the cost of environmental improvements claimable under Part A of Policy 9, also pay up to \$2,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy and grey water recycling systems.

9. Exploratory costs, Replacement of defective parts

We will pay for the reasonable exploratory costs You necessarily incur in locating the source of bursting, leaking, discharging or overflowing of tanks, apparatus or pipes used to hold or carry liquid of any kind.

We will also pay for reasonable costs incurred in:

- a. repairing the area of Your Home Damaged by such exploratory work;
- b. repairing or replacing the defective part or parts of such tanks, apparatus or pipes, to a limit of \$1,000;
- c. rectifying contamination Damage or pollution Damage to land at Your Situation caused by the escape of liquid, to a limit of \$1,000.

We will not pay for any of these costs if the bursting, leaking, discharging or overflowing is caused by a building defect, building movement, faulty workmanship, rust, oxidation, corrosion, Wear and Tear, gradual corrosion, gradual deterioration, Earth Movement or by trees, plants or their roots.

10. Fallen trees

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

We will not pay for removal or disposal of:

- a. trees or branches that have fallen and not Damaged Your Home or landscaped gardens;
- b. tree stumps or roots.

11. Fire extinguishing

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

- a. extinguishing a fire at Your Situation, or in the vicinity of Your Situation and threatening to involve Your Home or for the purpose of preventing or diminishing Damage including the costs to gain access to any property;
- b. replenishing fire fighting appliances, replacing used sprinkler heads, and resetting fire, smoke and security alarm systems;
- c. shutting off the supply of water or any other substance following the accidental discharge or escape of such substances from fire protective equipment.

12. Funeral expenses

When You occupy Your Home We will pay up to \$5,000 for funeral expenses if You or a family member who permanently resides with You dies as the direct consequence of Damage to Your Home that is admitted as a claim under Part A of Policy 9.

13. Keys, lock Replacement

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

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

if the keys to Your Home are stolen as a consequence of forcible entry into or out of:

- i any building forming part of Your Home;
- ii the premises of a keyholder; or
- iii during the hold-up of a person who normally has the keys in their possession.

We will not pay if there are reasonable grounds to believe the keys or codes have been stolen or duplicated by any occupant or previous occupant of Your Home, or by their family or friends.

14. Landscaping

We will pay up to \$10,000 for the reasonable costs You necessarily incur in replacing or repairing Damaged trees, shrubs, plants, lawns or rockwork at Your Situation that are lost or Damaged by an Event claimable under Part A of Policy 9.

15. Modifications

When You occupy Your Home We will pay up to \$25,000 for modifications to Your Home if You are physically injured and become a paraplegic or quadriplegic as a direct consequence of Damage to Your Home that is admitted as a claim under Part A of Policy 9.

This Benefit only applies if the paraplegia or quadriplegia has continued for a period of not less than six months from the date of the Event and is substantiated by a legally qualified medical practitioner.



16. Mortgage discharge

We will pay up to \$5,000 to discharge any mortgage over Your Home if it becomes a total loss, is not replaced and We have paid the Sum Insured payable under Part A of Policy 9.

17. Pets, security dogs

When You occupy Your Home We will pay up to \$1,000 for the reasonable costs You necessarily incur for boarding pets or security dogs if Your Home is rendered unfit for its intended purpose by Damage to Your Home that is admitted as a claim under Part A of Policy 9 and Temporary Accommodation does not allow pets or security dogs.

18. Purchaser's interest

We will cover a purchaser's legal interest in Your Home, in accordance with the terms and conditions of Part A of Policy 9, when the purchaser has signed an agreement to buy such property.

19. Removal, storage costs

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

- a. removing any undamaged portion of Your Home to the nearest place of safe keeping;
- b. storing such undamaged portion at that place or an equivalent alternate place;
- c. returning such undamaged portion to the Situation when restoration work is completed;
- d. insuring the undamaged portion of Your Home during such removal, storage and return;

following Damage to Your Home that is admitted as a claim under Part A of Policy 9.

20 Removal of squatters

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

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

21. Title deeds

We will pay up to \$5,000 for the reasonable costs You necessarily incur in replacing Title Deeds to Your Home if they are Damaged by an Event claimable under Part A of Policy 9, while anywhere in Australia.

22. Water removal from basement

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

We will not pay if the inundation is caused by Flood or by any other Event that is not claimable under Part A of Policy 9.

Exclusions

1. We will not pay for Damage caused by or arising directly or indirectly from:

- a. Flood;
- b. Storm or Rainwater to retaining walls;
- c. lack of maintenance, rust, oxidation, corrosion, mould, mildew, Wear and Tear, fading, concrete or brick cancer, developing

flaws, wet or dry rot, gradual corrosion or gradual deterioration or, failure to maintain Your Home in a reasonably good state of repair. This includes when the Damage to the Home is caused by light, air, sand, the climate (which includes wind or rain) or the passage of time;

- d. overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current. However We will pay if the Damage is due to:
 - i. Fusion of electric motors as covered under Special Benefit 4;
 - ii. lightning;
 - iii. power surge when such Event is confirmed by the supply authority; or
 - iv. resulting fire Damage;
- e. any Action of The Sea;
- f. vibration or from the removal or weakening of or interference with the support of land or buildings or any other property, Erosion or Earth Movement. However We will pay if the Damage is due to:
 - i. earthquake or seismological disturbance, Tsunami, explosion, physical impact by aircraft;
 - ii. bursting, leaking or overflowing of water tanks, pipes, drains, gutters or other water or liquid carrying apparatus (but not Flood).
- g. underground (hydrostatic) water. However We will pay if the Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains;
- h. the invasion of tree or plant roots nor for the cost of clearing pipes or drains blocked by any such invasion. However We will pay for water or liquid Damage resulting from blocked pipes or drains;
- i. inherent defect or latent defect that you were aware of, or a reasonable person in the circumstances would have been aware of;
- j. vermin, mice, rats, termites, insects, or by pecking, biting, chewing or scratching by birds or animals. However We will pay if any of these causes directly result in Damage from any other Event claimable under Part A of Policy 9 such as fire or glass breakage;
- k. the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds;
- l. normal settling, creeping, heaving, seepage, shrinkage, or expansion in buildings, foundations / footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other structural improvements;
- m. smut or smoke from industrial operations (other than sudden or unforeseen Damage resulting therefrom);
- n. any process involving the application of heat being applied directly to any part of Your Home. However We will pay if any other part of Your Home is Damaged or destroyed by fire.

2. We will not pay for Damage to:

- a. water in swimming pools, spas or water tanks;
- b. glass caused by artificial heat, during installation or removal, which has a crack or imperfection, or is required to be insured by any other party in terms of an occupancy agreement;
- c. carpets and other floor coverings resulting from staining,

fading or fraying. However We will pay if the Damage directly results from any other Event claimable under Part A of Policy 9;

- d. boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting from the explosion thereof;
- e. Your Home if it is vacant and undergoing demolition unless Our written consent to continue cover has been obtained before the commencement of demolition, which will not be unreasonably withheld;
- f. Your Home directly resulting from construction, erection, alteration or addition where the value of such work exceeds \$250,000 unless Our written consent to continue cover has been obtained, which will not be unreasonably withheld, before the commencement of such work. However We will pay for Damage which results from any other Event claimable under Part A of Policy 9.

3. We will not pay for:

- a. demolition ordered by any public or statutory authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement or due to the incorrect siting of Your Home;
- b. Damage caused by non-rectification of a defect, error or omission in Your Home that You were aware of, or should reasonably have been aware of;
- c. the cost of rectifying faulty or defective materials or faulty or defective workmanship, design or specification;
- d. consequential loss, including but not limited to any:
 - i loss of use;
 - ii loss of contract;
 - iii loss of profit/revenue;
 - iv loss of opportunity;
 - v loss of goodwill and/or reputational damage; or
 - vi special damages;
 other than as specifically provided under an operative Additional Benefit or Special Benefit;
- e. Wear and Tear.

Claims - how We will settle Your claim

1. Rebuilding, Replacement or repair

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

The amount We pay under Part A of Policy 9 will be the cost of Replacement at the time of Replacement subject to the following provisions:

- a. the necessary work of rebuilding, replacing or repairing (which may be carried out upon another site or in any manner suitable to Your requirements provided Our liability is not increased), must be commenced and carried out without unreasonable delay;
- b. where Your Home contains any architectural or structural feature of an ornamental, heritage or historical character or where materials used in the original construction are not readily available We will use the nearest equivalent available to the original materials;

- c. if it is lawful, and with Our prior written consent, which will not be unreasonably withheld, You will not be required to actually rebuild any building destroyed but may purchase an alternative existing building or part thereof to replace all or part of the one destroyed.
Such Replacement will be deemed to constitute Replacement for the purpose of this insurance provided Our liability is not increased;
- d. if You cause unreasonable delays in commencing or carrying out Replacement, We will not pay any extra costs that result from that delay;
- e. when We wish to rebuild, replace or repair and You do not want this to occur and submit a claim for cash settlement in lieu, We will only pay Indemnity Value which means We will:
 - i reduce the amount payable after due consideration of age and condition of the property at the time of loss, We will ensure any reduction of the amount payable is fair and reasonable;
 - ii not pay in excess of Indemnity Value of Your Home; and
 - iii seek release from further liability under this Policy.

We will not pay under Part A of Policy 9 as part of the cost of Replacement for the cost to:

- i rebuild or replace any undamaged part of Your Home;
- ii rebuild, replace or repair illegal installations.

For each and every claim You have to pay the amount of any Excess shown in Part A of Policy 9 or in the Schedule.

2. Undamaged part of Home, foundations and footings

If Your Home is Damaged and any public or statutory authority requires Replacement to be carried out on another site We will pay for the value of any undamaged part of Your Home, including foundations and footings, as though they had been destroyed.

If the sale value of the original Situation with such undamaged part is greater than without them We will deduct the amount of such difference from any settlement otherwise payable by Us.

3. Floor space ratio

If Your Home is Damaged and Replacement is limited or restricted by any public or statutory authority requirement which results in the reduction of the floor space ratio index, We will pay:

- a. the difference between:
 - i the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; and
 - ii the estimated cost of Replacement at the time of Damage had the reduced floor space ratio index not applied;

alternatively We will pay:

- b.
 - i the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; plus
 - ii the cost of purchasing an existing building or part thereof equivalent in size to the area by which the floor space ratio index has been reduced; or
 - iii the cost of purchasing a block of land and the cost of Replacement thereon of Home equivalent in size to the area by which the floor space ratio index has been reduced; provided that Our Liability does not exceed the estimated cost of Replacement at the time of Damage had the reduced floor



space ratio index not applied.

4. Land Value

We will pay the difference between Land Value before and after Damage if any public or statutory authority refuses to allow Your Home to be replaced or only allows partial Replacement, less any sum paid by way of compensation by any such authority.

5. Electronic Data

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

Special Provisions

1. Under Clauses 2, 3 and 4 above, Our liability is limited to the extent to which the Sum Insured shown in the Schedule for Your Home is not otherwise expended.
2. Under Clauses 2 and 4 above, any differences relating to value may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be final and binding.

Special Conditions

Uninhabited building

If Your Home becomes uninhabited We will only pay for Damage caused by:

- a. Earthquake;
- b. Impact by Vehicles, aircraft;
- c. Storm and Rainwater;

unless Our prior written agreement to continue full cover during the uninhabited period has been obtained, which will not be unreasonably withheld. Uninhabited means that in the 90 consecutive day period before Damage, no person resided in Your Home overnight on at least one occasion.

Excesses

Earthquake Excess

For earthquake or seismological disturbance, where loss or Damage occurs during any one period of 72 consecutive hours, the Excess is \$500, or the Excess amount shown in the Policy Schedule, whichever is greater.

Other Excesses

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

Part B - Liability to Others

What We insure

If selected and shown in the Schedule, We will insure You up to the Limit of Liability shown in the Schedule for Part B of Policy 9 if You become legally responsible to pay compensation for Personal Injury or Property Damage resulting from an Occurrence in connection with the ownership (but not occupancy) of Your Home or an operative Additional Benefit that happens during the Period of Insurance.

Additional Benefits

We will pay up to the Limit of Liability for Part B of Policy 9 for:

1. Bridges, roadways, kerbing, footpaths, services

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

2. Fertiliser, pesticide, herbicide application

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

We will not pay:

- a. unless the fertiliser, pesticide or herbicide has been applied in conformity with any public or statutory authority requirement or, in the absence of any such requirement, in conformity with the manufacturer's recommendations;
- b. for Damage to Your Lot or Home, or its improvements including gardens and lawns, to which the fertiliser, pesticide or herbicide was being applied.

Special Benefits

1. Cost of defending a claim

We will pay:

- a. all legal costs and expenses incurred by Us;
- b. reasonable cost of legal representation You necessarily incur with Our written consent which We will not unreasonably withhold at a coronial inquest or inquiry into any death which may be the subject of a claim for compensation under Part B of Policy 9;
- c. other reasonable expenses You necessarily incur that We have agreed to reimburse; and
- d. all interest accruing after judgment has been entered against You until We have paid, tendered or deposited in court the amount that We are liable to pay following judgment;

in addition to the Limit of Liability shown in the Schedule for Part B of Policy 9.

2. Court appearance

We will pay compensation of \$250 per day if We require You to attend a Court as a witness in connection with a claim under Part B of Policy 9.

Exclusions

We will not pay for any claim:

1. In connection with any liability for Personal Injury to any employee arising out of or in the course of their employment with You.
2. In respect of liability imposed by the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Home is situated.
3. In respect of:
 - a. Damage to property belonging to, rented by or leased by You or in Your physical or legal control;

- b. Damage to property belonging to any person who is deemed a worker or employee within the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Home is situated;
 - c. injury to or death of animals, other than domestic animals, on Your Lot;
 - d. Personal Injury or Property Damage caused by animals, other than domestic animals, kept at Your Lot.
4. Arising out of the rendering or failure to render professional advice by You or any error or omission connected therewith.
 5. Arising out of the publication or utterance of a defamation, libel or slander:
 - a. made prior to the commencement of Part B of Policy 9;
 - b. made by You or at Your direction when You knew it to be false.
 6. Arising out of the ownership, possession or use by You of any Vehicle, Watercraft, hovercraft, aircraft or aircraft landing areas.
 7. Arising out of or in connection with the ownership of marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) if such facilities are used for commercial purposes or provide fuel distribution facilities, unless We otherwise agree in writing.
 8. Arising out of construction, erection, demolition, alterations or additions to Your Home where the cost of such work exceeds \$250,000, unless You advise Us and obtain Our written consent, which We will not unreasonably withhold, to continue cover before commencement of such works.
 9. Arising from vibration or from the removal or weakening of or interference with the support of land or buildings or any other property.
 10. Arising under the terms of any agreement unless liability would have attached to You in the absence of such agreement. This exclusion does not apply to liability assumed by You under any contract or lease of real or personal property.
 11. Arising out of or caused by the discharge, dispersal, release of or escape of Pollutants into or upon property, land, the atmosphere, or any water course or body of water. This exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place during the Period of Insurance.
 12. Arising out of or incurred in the prevention, removing, nullifying or clean-up of any contamination or pollution. This exclusion does not apply to clean-up, removal or nullifying expenses only which are incurred after a sudden, identifiable, unexpected and unintended happening which takes place in its entirety at a specific time and place during the Period of Insurance.
 13. For fines or penalties or for punitive, aggravated, exemplary or additional Damages (including interest and costs) imposed against You.
 14. Arising out of the occupancy of Your Home or any other activity that earns You money or income other than rental or lease monies received as owner of Your Home.
 15. In respect of Personal Injury to any family members normally residing with You.
 16. In respect of Damage to property:
 - a. owned by You or family members normally residing with You;

- b. not owned by but in Your care, custody or control or of a family member normally residing with You;
17. Made or actions instituted:
 - a. outside Australia;
 - b. which are governed by the laws of a foreign country.

Part C - Machinery Breakdown

What We insure

If selected and shown in the Schedule, We will insure You up to the Sum Insured for Part C of Policy 9 for Insured Damage provided that the Insured Item is within Your Situation and is in the ordinary course of working at the time Damage occurs.

The amount We pay will:

- be calculated in accordance with the clause herein titled 'Claims - how We will settle your claim';
- be subject to the application of any Excess shown in the Schedule; and
- not exceed the Sum Insured stated in the Schedule for Part C of Policy 9.

Additional Benefits

Additional Benefits are included when the Sum Insured for Part C of Policy 9 is not otherwise expended in respect of any one Event. We will pay for the reasonable cost of:

1. expediting repair including overtime working;
2. express or air freight;
3. replacing oil and refrigerant gas from air-conditioning units or refrigeration units.

These costs must be incurred as the result of Insured Damage.

Exclusions

We will not pay for:

1. Damage caused by:
 - a. Wear and Tear;
 - b. chipping, scratching or discolouration of painted, polished or finished surfaces;
 - c. the deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving which had not previously penetrated completely through the entire thickness of the material of the Insured Item, notwithstanding that repair or renewal of the part affected may be necessary either immediately or at some future time, except where caused by Insured Damage and You did not know or should not reasonably have known of the pre-existing condition;
 - d. the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions, rust, Erosion, corrosion, oxidation or ordinary use;
 - e. the tightening of loose parts, recalibration or adjustments;
 - f. the carrying out of tests involving abnormal stresses or the intentional overloading of any Insured Item.
2. Damage to:
 - a. glass or ceramic components;
 - b. defective tube joints or other defective joints or seams;



- c. any valve fitting, shaft seal, gland packing joint or connection except where caused directly by Insured Damage;
 - d. foundations, brickwork, and refractory materials forming part of an Insured Item;
 - e. television, video or audio equipment other than security system equipment;
 - f. expendable items, including electrical and electronic glass bulbs, tubes, lamps, x-ray tubes, electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;
 - g. computers, telecommunication transmitting and receiving equipment, Electronic Data processing equipment, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, stationary and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating electrical wiring, water and gas piping and all other plant and equipment not owned by You;
 - h. plant which has been hired or is on loan unless We specifically agree in writing.
3. consequential loss of any kind, including but not limited to loss of use, loss of contract, loss of profit/revenue, loss of opportunity, loss of goodwill and/or reputational damage, or special damages, other than that which is specifically stated.
4. Damage caused by the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.
5. Damage occurring during installation or erection other than the dismantling, movement and re-erection for the purpose of cleaning, inspection, repair or installation in another position within the Situation.
6. Damage which is claimable from any manufacturer, supplier, engineer or other person under the provisions of any maintenance or warranty agreement.
7. loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts.
8. the cost of converting refrigeration/air-conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas.

Claims - how We will settle Your claim

If Your claim is accepted, We will, in consultation with You, settle Your claim by repairing or replacing the Insured Item, or paying for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Insured Damage.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

Special Definitions

The words listed below have been given a specific meaning and these specific meanings apply to Part C of Policy 9 when the words begin with a capital letter.

Insured Damage

means Damage which occurs during the Period of Insurance and requires repair or Replacement to allow continuation of use, other than by a cause:

- a. which is covered under Part A of Policy 9; or
- b. which is not claimable under Part C of Policy 9.

Insured Item

means:

- a. lifts, elevators and inclinator provided they are subject to a current comprehensive maintenance agreement;
- b. all other electrical, electronic and mechanical machinery, boilers and pressure vessels and similar plant;

that forms part of Your Home.

Part D - Catastrophe Insurance

What We insure

If selected and shown in the Schedule, We insure You up to the Sum Insured shown in the Schedule for Part D of Policy 9, against the Escalation in the cost of Replacement of Your Home if it is destroyed, or it is assessed as a constructive total loss, following a loss which occurs during the Period of Insurance:

1. a. due to a Catastrophe; or
- b. other Event which occurs not later than 60 days after a Catastrophe, provided Your Home has been continuously insured with Us for that period; and
2. the Event giving rise to the loss is admitted as a claim under Part A of Policy 9.

Special Benefits

Special Benefits are included in addition to the Sum Insured for Part D of Policy 9.

1. Temporary Accommodation / Rent - extended period of cover

a. Temporary Accommodation

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

- due to the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We insure'; and
- the Damage to Your Home is admitted as a claim under Part A of Policy 9.

We will pay from the time indemnity provided under Special Benefit 1a of Part A of Policy 9 is expended until the time Your Home can be re-occupied following completion of rebuilding, repairs or Replacement.

b. Rent

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Home We will pay the actual Rent You lose or would have lost if Your Home is Damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We insure'; and
- the Damage to Your Home is admitted as a claim under Part A of Policy 9.

We will pay from the time indemnity provided under Special Benefit 1b of Part A of Policy 9 is expended until the time Your Home is relet following completion of rebuilding, repairs or Replacement provided You demonstrate You have taken all reasonable actions to obtain a new Tenant.

2. Temporary Accommodation – escalation in cost

When You occupy Your Home We will pay for Escalation in the Cost of Temporary Accommodation You necessarily incur if Your Home is Damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We insure'; and
- the Damage to Your Home is admitted as a claim under Part A of Policy 9.

We will pay from the time Temporary Accommodation is obtained until the time Your Home can be re-occupied following completion of rebuilding, repairs or Replacement.

3. Removal, storage

We will pay for the costs You necessarily incur in:

- a. removing any undamaged portion of Your Home to the nearest place of safe keeping;
- b. storing the undamaged portion at that place or an equivalent alternate place;
- c. returning the undamaged portion to the Situation when occupancy of Your Home is permitted;
- d. insuring the undamaged portion of Your Home during such removal, storage and return.

We will pay if the Damage to Your Home is due to:

- the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We insure'; and
- the Damage to Your Home is admitted as a claim under Part A of Policy 9.

The amount We pay will be reduced by any amount payable for such costs under Part A of Policy 9.

4. Cost of Evacuation

When You occupy Your Home for residential purposes We will pay for the Cost of Evacuation You, or any person or persons permanently residing with You at the time immediately prior to such a happening, necessarily incurred following an order issued by a public or statutory authority, body or entity or person so empowered by law, to evacuate Your Home:

- due to the happening of a Catastrophe; and
- the Damage to Your Home is admitted as a claim under Part A of Policy 9.

Any Cost of Evacuation so payable will be reduced by any amount paid or payable by way of compensation by any public or statutory authority.

The combined total amount We will pay under Special Benefits 1 to 4 arising out of any one Event claimable under Part D of Policy 9 is limited to 15% of the Sum Insured shown in the Schedule for Part D of Policy 9 or such other percentage as We may agree in writing.

Claims - how We will settle Your claim

The basis upon which the amount payable as escalation in the cost of Replacement is to be calculated as the difference between:

- a. the actual cost necessarily incurred to rebuild, repair or replace Your Home following a Catastrophe, or other Event referred to in Clause 1b of 'What We insure'; and
- b. the greater of either:
 - i. the cost that would have applied to rebuild, repair or replace Your Home in terms of Part A of Policy 9 immediately prior to the Catastrophe; or
 - ii. the Sum Insured shown in the Schedule for Part A of Policy 9 at the time of the Catastrophe, or other Event referred to in Clause 1b of 'What We insure'.

Special Provisions

1. No payment will be made under Part D of Policy 9 until such time as the greater amount determined in accordance with the provisions of Clause b of 'Claims – how We will settle Your claim' has been fully expended in Replacement of Your Home.
2. In certifying the cost of Replacement of Your Home at the time immediately prior to a happening giving rise to a claim under Part D of Policy 9 the qualified valuer, loss adjuster or other suitably qualified person will use as the basis of certification:
 - a. the accepted building industry cost standards or recognised cost of materials guide in force on the day immediately prior to the happening of the Catastrophe or a day as close as practicable thereto;
 - b. any extra cost necessarily incurred to comply with any public or statutory authority requirements but will not include any cost that would have been incurred in complying with orders issued prior to the Damage;
 - c. architects' fees, surveyors' fees and any other professional fees;
 - d. legal fees necessarily incurred in making submissions or applications to any public or statutory authority, Builders Licensing Board, or Land and Environment Courts as a result of Damage to Your Home;
 - e. fees, contributions or imposts payable to any public or statutory authority to obtain consent to rebuild, replace or repair Your Home.
3. Any differences relating to the cost of Replacement at the time immediately prior to a happening giving rise to a claim under Part D of Policy 9 may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be binding.

Special Condition

Part D of Policy 9 is subject to the same terms, conditions and exclusions as Part A of Policy 9, except as they may be expressly varied herein.

Community Association Insurance Plan
Product Disclosure Statement and Policy Wording



Phone: 1300 361 263

Email: info@chu.com.au

www.chu.com.au

102640-10/2023

Orig. LF 12240367



11:37 3-Dec-2014

2 of 2

Fees: \$0.00

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER
THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

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

Prefix
LF
Series No.
2

09:49 08/12/2014 02-020552
REGISTRATION FEE \$137.00
TRANSACTION FEE \$15.00

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: MP Bishop

MPB7

Correction to: MP Bishop

MPB7

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

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

PICK-UP NO.	12218488
CP	28516

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

ITEM(S)	AGENT CODE

CORRECTION	PASSED
REGISTERED 18 DEC 2014 REGISTRAR-GENERAL	

PRO



BY – LAWS

**2D – 2E GEMMELL STREET
BRIGHTON SA 5048**

**COMMUNITY CORPORATION
NO. 28516 INC.**

These By – Laws are certified correctly prepared in accordance with the requirements of the Community Titles Act 1996 by the person who prepared the document.


.....
Michele Philippa Bishop
Registered Conveyancer
18 Tora Court Park Holme SA 5043

**COMMUNITY SCHEME BY – LAWS
PLAN NO 28516 INC.**

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WARNING

The terms of these By-laws are binding on the Community Corporation, the owners and occupiers of the Community lots and the development of lots comprising the scheme and persons entering the community parcel.

These By-laws may only be amended or revoked by special resolution of the Community Corporation in accordance with Sections 39 and 87 (2) of the Community Titles Act and its Regulations.

These By-laws are not a summary of the Community Titles Act of 1996. Lot owners and Purchasers should read a copy of the Act, copies of which may be obtained from the State Government Information Service.

PART 1 - PRELIMINARY Definitions & Interpretation

1.1 Definitions

In these By-laws unless otherwise appears –

“ **Act** “ means the Community Titles Act 1996 ;

“ **animal** “ includes a bird, fish or reptile ;

“ **community lot** “ means a community lot created by the Community Plan of Division and includes any building or other improvement on the lot ;

“ **common property** “ means the common property created by the Community Plan of Division and includes driveway (if any) and the service infrastructure (except any part of the service infrastructure that provides a service to only one lot or that which is vested in the Crown or authority or person) and any other common property that comprises the common property pursuant to the Act ;

“ **corporation** “ means this Community Corporation No 28516 Incorporated ;

“ **council** “ means the City of Holdfast Bay ;

“ **occupier** “ of a lot means the occupier, if the lot is unoccupied, the owner of the lot ;

“ **Plan** “ means the community plan of division lodged with these By-laws ;

“ **Regulations** “ means the Community Titles Regulations 1996 ;

“ **residential purposes** “ does not include the use of a lot for the purpose to provide any form of temporary residential accommodation for valuable consideration or commercial activity ;

“service infrastructure “ means the cables, wires, pipes, sewers, drains, ducts, conduits, plant and equipment, machinery, constructed or installed at any time by which the lots or common property are provided with any system or service specified in the Act or designed to improve the amenity or enhance the enjoyment of the lots or the common property ; and

“ structure “ includes any structure, improvement , fixture, fitting, plant and equipment, machinery, wall, fence, and other chattels or property constructed, installed or situated on or in the lot or the common property and any alterations, additions, and modifications made ;

1.2 Interpretation

In these By-laws unless otherwise appears –

- (a) all other words shall have the meaning (if any) ascribed by the Act and the Regulations ;
- (b) where the consent of the corporation is required, such consent must be in writing ;
- (c) where these By-laws create or impose any obligation or requirement on any person, the obligation or requirement on that person extends to not allowing any other person to beach that obligation or requirement ;
- (d) a reference to any Act, Regulation, document or plan must be as a reference to that Act, Regulation, document or plan as amended ;

PART 2 - PERMITTED USE

2.1 The Lot shall be used for residential purposes only.

2.2 A person must not –

- (a) engage in any dangerous or offensive activity
- (b) use or store any explosive or dangerous substance
- (c) display a sign or any advertisement except a sign or advertisement of a reasonable size and nature associated with the Lot.

- 2.3 The owner / occupier of a Lot must not engage in conduct that unreasonably disturbs the owner / occupier of another Lot or others who are lawfully on a Lot or the common property.
- 2.4 The owner / occupier of a Lot must ensure as far as practicable that persons who are brought onto or allow onto the Lot or the common property by the owner / occupier does not engage in conduct that unreasonably disturbs the occupier / owner of another community Lot or others who are lawfully on the Lot or common property.

PART 3 - COMMON PROPERTY

- 3.1 The Community Corporation is responsible for the management, maintenance and control of the common property
- 3.2 An owner / occupier must not interfere with any building, structure, tree or garden being part of or on the common property, or use for his or her own purposes any portion of the common property as a garden except with the written consent in writing of the Community Corporation.
- 3.3 An owner / occupier must not, without the consent of the Community Corporation, deposit any object or material on the common property.
- 3.4 An owner / occupier of a community Lot must not obstruct the lawful use of the common property.
- 3.5 A person must not obstruct vehicular or pedestrian traffic on the common property.
- 3.6 The Community Corporation shall not be liable or responsible for any damage to or theft of any item placed or left on common property for any reason.
- 3.7 Motor vehicles on the common property shall comply with the provisions of the Road Traffic Act and shall not travel at a speed exceeding 10km per hour.
- 3.8 Lot owners / occupiers must ensure that the common property is kept clean and tidy at all times and to the reasonable satisfaction of the Community Corporation.

PART 4 - MAINTENANCE AND REPAIR OF COMMUNITY LOTS

- 4.1 The owner / occupier of a Lot must carry out all required maintenance on the exterior of the buildings on the Lot in a proper and workmanlike manner, so as not to diminish or impede other Lot owners / occupiers enjoyment of their respective Lots and to the satisfaction of the Community Corporation.
- 4.2 The owner / occupier of a Lot must –
- (a) keep the Lot in a clean and tidy condition.
 - (b) property maintain lawns and gardens.
 - (c) store garbage in an appropriate container and prevents the escape of unpleasant odours.
 - (d) comply with any requirements of the local council for the disposal of garbage.

PART 5 - SERVICE INFRASTRUCTURE

5. The Community Corporation shall be responsible for the maintenance and repair and replacement of any shared service infrastructure.

PART 6 - FENCING OF LOTS

- 6.1 The Fences Act 1975 (as amended) applies to fencing between and adjoining Lots.
- 6.2 Notwithstanding 6.1 where fencing is required to be replaced such fencing shall be replaced by fencing of the same type, design, height and colour.

PART 7 - INSURANCE

- 7.1 The community corporation will at all times effect insurances on the Common Property for -
- (a) Public Liability cover of not less than the minimum cover required by the Act.
 - (b) General Damages cover of not less than the minimum cover required by the Act

- 7.2 The community corporation must review on a annual basis -
(a) all insurance in the name of the community corporation
(b) the need for any additional insurance.

PART 8 - BUILDING WORK

8. The owner / occupier of a Lot must not without the prior consent in writing of the Community Corporation erect any structure, building or structural Improvement on a Lot.

PART 9 - PETS

- 9.1 The owner / occupier of a Lot must not except with the written approval of the Community Corporation keep an animal on the Lot.
- 9.2 The owner / occupier of a lot must
(a) ensure the animal is confined to the Lot.
(b) be responsible for cleaning up after the animal from any part of the Lot or other Lots or the common property.
(c) the owner / occupier of a Lot who chooses to keep an animal shall be liable to the owner / occupier or the other Lot or to any other person (s) lawfully on the common property for any noise, disturbance, damage, loss or injury caused by the animal.

PART 10 - GENERAL PROVISIONS

- 10.1 Any By-laws or amendments to these By-laws that are inconsistent with the Act or Regulations are invalid to the extent of the inconsistency.
- 10.2 Owners and occupiers of lots must comply with these by-laws at all times.
- 10.3 Owners and occupiers of lots must take at all times reasonable steps to ensure that their visitors do not contravene or fail to comply with the provisions of these by-laws.

10.4 A person who contravenes or fails to comply with a provision of these by-laws is guilty of an offence.

Maximum penalty : \$500.00.

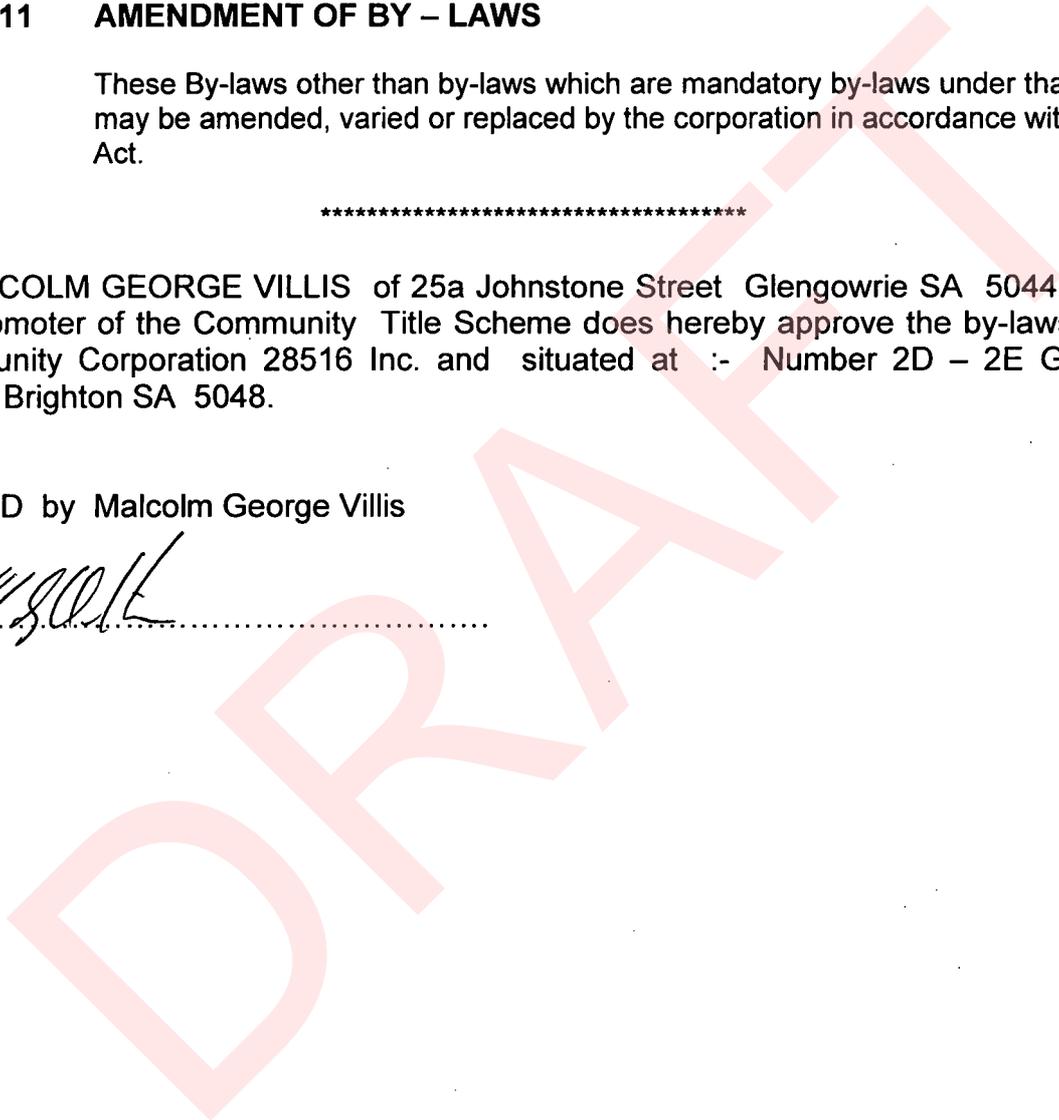
PART 11 AMENDMENT OF BY – LAWS

11. These By-laws other than by-laws which are mandatory by-laws under that Act may be amended, varied or replaced by the corporation in accordance with the Act.

I MALCOLM GEORGE VILLIS of 25a Johnstone Street Glengowrie SA 5044 being the promoter of the Community Title Scheme does hereby approve the by-laws to the Community Corporation 28516 Inc. and situated at :- Number 2D – 2E Gemmell Street Brighton SA 5048.

SIGNED by Malcolm George Villis


.....





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: 2719962

BISHOP CONVEYANCING PTY LTD
POST OFFICE BOX 218
PARK HOLME SA 5043

DATE OF ISSUE
14/10/2025

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

OWNERSHIP NUMBER	OWNERSHIP NAME			
04093638	M G VILLIS			
PROPERTY DESCRIPTION				
2D GEMMELL ST / BRIGHTON SA 5048 / LT 201 C28516				
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
1226520054	CT 6150/797	\$1,050,000.00	R4 1.000	RE 0.400
LEVY DETAILS:				
	FIXED CHARGE	\$	50.00	
	+ VARIABLE CHARGE	\$	355.30	
	- REMISSION	\$	213.80	
	- CONCESSION	\$	0.00	
	+ ARREARS / - PAYMENTS	\$	-191.50	
	= AMOUNT PAYABLE	\$	0.00	
FINANCIAL YEAR				
2025-2026				

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 12/01/2026

See overleaf for further information



Government of South Australia

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

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>Billers Code: 456285 Ref: 7009495412</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 © Registered to BPAY Pty Ltd ABN 69 079 137 518</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>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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.



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2719962

DATE OF ISSUE

14/10/2025

BISHOP CONVEYANCING PTY LTD
POST OFFICE BOX 218
PARK HOLME SA 5043

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME

M G VILLIS

FINANCIAL YEAR

2025-2026

PROPERTY DESCRIPTION

2D GEMMELL ST / BRIGHTON SA 5048 / LT 201 C28516

ASSESSMENT NUMBER

1226520054

TITLE REF.

(A "+" indicates multiple titles)

CT 6150/797

TAXABLE SITE VALUE

\$670,000.00

AREA

0.0388 HA

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

CURRENT TAX	\$	381.33	SINGLE HOLDING	\$	0.00
- DEDUCTIONS	\$	0.00			
+ ARREARS	\$	0.00			
- PAYMENTS	\$	0.00			
= AMOUNT PAYABLE	\$	381.33			

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

12/01/2026



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER

04093638

OWNERSHIP NAME

M G VILLIS

AGENT NUMBER

100026815

ASSESSMENT NUMBER

1226520054

AGENT NAME

BISHOP CONVEYANCING PTY LTD

AMOUNT PAYABLE

\$381.33

PAYABLE ON OR BEFORE

12/01/2026

+70094953210012>

+000927+

<0550064052>

<0000038133>

+444+

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: 7009495321</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 © Registered to BPAY Pty Ltd ABN 69 079 137 518</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>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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.

Account Number 12 26520 05 4	L.T.O Reference CT6150797	Date of issue 14/10/2025	Agent No. 121	Receipt No. 2719962
---------------------------------	------------------------------	-----------------------------	------------------	------------------------

BISHOP CONVEYANCING
 PO BOX 218
 PARK HOLME SA 5043
 michele@bishopconveyancing.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: MR MG VILLIS
 Location: 2D GEMMELL ST BRIGHTON LT 201 C28516
 Description: 5HDG ALFRSC Capital Value: \$1 050 000
 Rating: Residential

Periodic charges

Raised in current years to 31/12/2025

		\$
	Arrears as at: 30/6/2025	0.00
Water main available: 1/7/2015	Water rates	164.60
Sewer main available: 1/7/2015	Sewer rates	309.76
	Water use	315.03
	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	507.90CR
	Balance outstanding	281.49

Degree of concession: 00.00%
 Recovery action taken: ACCOUNT SENT

Next quarterly charges: Water supply: 82.30 Sewer: 154.88 Bill: 7/1/2026

This Account is billed four times yearly for water use charges.

The last Water Use Year ended on 13/06/2025.

The property owner is currently using SA Water Corporation's direct debit system to pay water and sewer charges. Please advise the customer to make arrangements to cease the current direct debit payment method prior to property settlement.

Please note: If you have also ordered a Special Meter Reading for this property and it comes back as estimated, please ensure you provide a photo of the meter including serial number to have the certificate reissued.

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

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

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

DRAFT

South Australian Water Corporation

Name:
MR MG VILLIS

Water & Sewer Account
Acct. No.: 12 26520 05 4

Amount: _____

Address:
2D GEMMELL ST BRIGHTON LT 201
C28516

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1226520054



Bill code: 8888
Ref: 1226520054

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at bpay.com.au



Paying online

Pay online at www.sawater.com.au/paynow for a range of options. Have your account number and credit card details to hand.



Paying by phone

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.

SA Water account number: 1226520054





Electronic Property Information for Conveyancing

Property Details

This form is a read-only view of the current account details for the selected property.
This information may differ from what is actually printed on your Certificate.

[Back](#)

Property details as at: 15/10/2025	
Account no:	1226520054
Property location:	2D GEMMELL ST BRIGHTON LT 201 C28516
Customer name:	MR MG VILLIS
Postal address:	BOX 87 MARION BAY SA 5575
Recovery status:	ACCOUNT SENT
Last charge raised:	\$281.49 on 01/10/2025
Last payment rec'd:	\$507.90 on 23/07/2025
Current balance:	\$281.49

Last billed items for this property

Bill item	Date	Reporting period	Amount
Water Use	01/10/2025	Q2/26 (01/07/2025 to 28/08/2025)	34.32
Water Use	01/10/2025	Q2/26 (13/06/2025 to 30/06/2025)	9.99
Sewer	01/10/2025	Q2/26	154.88
Water	01/10/2025	Q2/26	82.30

Call us



Follow us

For more information on the South Australian Integrated Land Information Systems (SAILIS)





**Government of
South Australia**

[Contact us](#) [Disclaimer](#) [Privacy Policy](#)

SA Water GPO Box 1751, Adelaide SA 5001
250 Victoria Square, Adelaide SA 5000

DRAFT