

# Form 1 - Vendor's statement

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

## Contents

Preliminary

Part A - Parties and land

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

Part C - Statement with respect to required particulars

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



Schedule

## Preliminary

### To the purchaser:

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

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

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

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

### Instructions to the vendor for completing this statement:

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

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

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

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

*All questions must be answered with a YES or NO (inserted in the place indicated by parentheses 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:

Street 1: \_\_\_\_\_

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

2. Purchaser's registered agent:

\_\_\_\_\_

Address:

Street 1 \_\_\_\_\_

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

3. Vendor:

2KL Projects Pty Ltd (ACN: 677 690 443)  
\_\_\_\_\_

Address:

Street 1: 274 Payneham Road

Suburb: Payneham State: SA Postcode: 5070

4. Vendor's registered agent:

Sinova Real Estate Pty Ltd trading as Sinova Property \_\_\_\_\_

Address:

Street 1: 68 Halifax Street

Suburb: Adelaide State: SA Postcode: 5000

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)

Lot 1 in Primary Community Plan 43676  
\_\_\_\_\_

Street 1: 8 Scott Street

Suburb: Firlie State: SA Postcode: 5070

being the \*whole / ~~portion~~ of the land comprised in Certificate of Title

Volume 6323 Folio 308  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 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:  
274 Payneham Road Payneham SA 5070  
\_\_\_\_\_  
(being the vendor's last known address); or
- (c) transmitted by fax or email to the following fax number or email address:  
Email: jarrod.leow@sinova.com.au  
\_\_\_\_\_  
(being a number or address provided to you by the vendor for the purpose of service of the notice); or
- (d) left for the vendor's agent (with a person apparently responsible to the agent) at, or posted by registered post to the agent at, the following address:  
68 Halifax Street, Adelaide 5000  
\_\_\_\_\_  
(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:**

I/We, Ujwal Lakra and Rizwan Majeed Kajani as Directors and Manu Khanna as Director / Secretary of 2KL Projects Pty Ltd (ACN: 677 690 443)

of 274 Payneham Road Payneham SA 5070

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

Date: 06/03/2026

Signed: 

Date: 06/03/2026

Signed: 

Date: 06/03/2026

Signed: 

Date:

Signed:

**Part D—Certificate with respect to prescribed inquiries by registered agent**



**(section 9)**

**To the purchaser:**

I, Key Forms Pty Ltd

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

Exceptions: The Government Rates and Taxes are based on the parent Certificate of Title before the subdivision was created.

Date: 06/03/2026

Signed: 

~~\*Vendor's / Purchaser's agent~~

\*Person authorised to act on behalf of \*Vendor's/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.

# 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. The 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?**

YES

**Are there attachments?**

NO

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

Number of mortgage: (if registered)

14514647

Name of mortgagee:

Perpetual Corporate Trust Ltd (ACN: 000 341 533)

**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?**

NO

**Are there attachments?**

YES

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

Property Interest Report - Page 12 of 13

Description of land subject to easement:

The whole of the land in Certificate of Title Volume 6323 Folio 308

Nature of easement:

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

Are you aware of any encroachment on the easement?

NO

If YES, give details:

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

If YES, give details:

**1.3 Restrictive covenant**

**(Note: Do not omit this item. This item and its heading must be included in the statement even if not applicable.)**

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Nature of restrictive covenant:~~

~~Name of person in whose favour restrictive covenant operates:~~

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

~~If NO, give details:~~

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



## 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):~~

~~\_\_\_\_\_~~

~~Condition(s) of authorisation:~~

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

## 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)

*(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 condition(s):~~

## 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:~~

## 18. Landscape South Australia Act 2019

**18.1** section 72 - Notice to pay levy in respect of costs of regional landscape board

**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):

City of Norwood Payneham & St Peters Council Search - Page 1 of 27

Date of notice:

23/02/2026

Amount of levy payable:

Council rates and charges include the Regional Landscape Levy

**18.2** section 78 - Notice to pay levy in respect of right to take water or taking of water

~~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:~~

**18.3** section 99 - Notice to prepare an action plan for compliance with general statutory duty

~~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 or person that issued notice:~~

~~Requirements of notice: (as specified therein)~~

**18.4** section 107 - Notice to rectify effects of unauthorised activity

~~**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 relevant authority that issued notice:~~

~~\_\_\_\_\_~~

~~Requirements of notice: (as specified therein)~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

**18.5** section 108 - Notice to maintain watercourse or lake in good condition

~~**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 relevant authority that issued notice:~~

~~\_\_\_\_\_~~

~~Requirements of notice: (as specified therein)~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

**18.6** section 109 - Notice restricting the taking of water or directing action in relation to the taking of water

~~**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:~~

~~\_\_\_\_\_~~

~~Water resource to which notice applies:~~

~~\_\_\_\_\_~~

~~Requirements of notice: (as specified therein)~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

**18.7** section 111 - Notice to remove or modify a dam, embankment, wall or other obstruction or object

~~**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: (as specified therein)~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

**18.8** section 112 - Permit (or condition of a permit) that remains in force

~~**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 permit:~~

~~\_\_\_\_\_~~

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

~~\_\_\_\_\_~~

~~Condition(s) of permit:~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

**18.9** section 120 - Notice to take remedial or other action in relation to a well

~~**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:~~

~~\_\_\_\_\_~~

~~Location of well:~~

~~\_\_\_\_\_~~

~~Requirements of notice: (as specified therein)~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

**18.10** section 135 - Water resource works approval

~~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):~~  
~~\_\_\_\_\_~~  
~~Details of site where works are authorised:~~  
~~\_\_\_\_\_~~

**18.11** section 142 - Site use approval

~~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):~~  
~~\_\_\_\_\_~~  
~~Details of location where water use is allowed:~~  
~~\_\_\_\_\_~~

**18.12** section 166 - Forest water licence

~~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):~~  
~~\_\_\_\_\_~~  
~~Details of location of forest to which licence relates:~~  
~~\_\_\_\_\_~~

**18.13** section 191 - Notice of instruction as to keeping or management of animal or plant

~~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 authorised officer who issued notice:~~  
~~\_\_\_\_\_~~  
~~Requirements of notice: (as specified therein)~~  
~~\_\_\_\_\_~~

**18.14** section 193 - Notice to comply with action order for the destruction or control of animals or plants

~~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 authorised officer who issued notice:~~

~~\_\_\_\_\_~~

~~Requirements of notice: (as specified therein)~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

**18.15** section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve

~~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 that issued notice:~~

~~\_\_\_\_\_~~

~~Amount payable: (as specified in notice)~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

**18.16** section 196 - Notice requiring control or quarantine of animal or plant

~~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: (as specified therein)~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

**18.17** section 207 - Protection order to secure compliance with specified provisions of 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):*~~

~~\_\_\_\_\_~~

~~Date of order:~~

~~\_\_\_\_\_~~

~~Name of authority or person who issued order:~~

~~\_\_\_\_\_~~

~~Requirements of order: (as specified therein)~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

**18.18** section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of 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):*~~

~~\_\_\_\_\_~~

~~Date of order:~~

~~\_\_\_\_\_~~

~~Name of authority or person who issued order:~~

~~\_\_\_\_\_~~

~~Requirements of order: (as specified therein)~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

**18.19** section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of 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):*~~

~~\_\_\_\_\_~~

~~Date of authorisation:~~

~~\_\_\_\_\_~~

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

~~\_\_\_\_\_~~

~~Person authorised to take action:~~

~~\_\_\_\_\_~~

~~Requirements of authorisation: (as specified therein)~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

**18.20** section 215 - Orders made by ERD Court

~~**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:~~

~~\_\_\_\_\_~~

~~Names of parties:~~

~~\_\_\_\_\_~~

~~Requirements of order:~~

~~\_\_\_\_\_~~

**18.21** section 219 - Management agreements

~~**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:~~

~~\_\_\_\_\_~~

~~Requirements of Agreement:~~

~~\_\_\_\_\_~~

**18.22** section 235 - Additional orders on conviction

~~**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 conviction:~~

~~\_\_\_\_\_~~

~~Name of court by which conviction is recorded:~~

~~\_\_\_\_\_~~

~~Requirements of additional order(s):~~

~~\_\_\_\_\_~~

## 21. Local Government Act 1999

**21.1** Notice, order, declaration, charge, claim or demand given or made under the Act **Is this item applicable?**  YES

**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)*

City of Norwood Payneham & St Peters Council Search - Page 1 of 27

Date of notice, order etc:  
23/02/2026

Name of council by which, or person by whom, notice, order etc is given or made:  
City of Norwood Payneham & St Peters

Land subject thereto:  
The whole of the land in Parent Certificate of Title Volume 5641 Folio 574

Nature of requirements contained in notice, order etc:  
Council Rates and Charges Payable

Time for carrying out requirements:  
Payable prior to or at settlement

Amount payable (if any):  
\$627.00

## 22. Local Nuisance and Litter Control Act 2016

**22.1** section 30 - Nuisance or litter abatement 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:~~

~~Notice issued by:~~

~~Nature of requirements contained in notice:~~

~~Time for carrying out requirements:~~

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

23.1 section 6 - Restriction on building 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)~~

~~Does the restriction apply to all of the land?~~

~~If NO, give details about the part of the land to which the restriction applies:~~

## 29. Planning, Development and Infrastructure Act 2016

29.1 Part 5 - Planning and Design Code

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

**Is this item applicable?**



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

NO

**Are there attachments?**

YES

*If YES, identify the attachment(s):*

*(and, if applicable, the part(s) containing the particulars)*

1. Property Interest Report - Page 8 of 13
2. City of Norwood Payneham & St Peters Council Search - Pages 9 and 10 of 27

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

Certificate of Title: 6323/308

Zones: Housing Diversity Neighbourhood (HDN)

Subzones: No

Zoning Overlays:

Overlays

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

Affordable Housing

Hazards (Flooding - General)

Prescribed Wells Area

Regulated and Significant Tree

Stormwater Management

Signif Retirement Facility Supported Accom Sites

Traffic Generating Development

Urban Tree Canopy

Refer to attached City of Norwood Payneham & St Peters Council Search and Property Interest Report for further information and details pertaining to zoning overlays.

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

NO

Is the land designated as a local heritage place?

NO

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

NO

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

YES

**Note** - For further information about the Planning and Design Code <https://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?**

NO

**Are there attachments?**

YES

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

City of Norwood Payneham & St Peters Council Search - Pages 3 and 11-26 of 27

Date of authorisation:

Refer to particulars supplied in City of Norwood Payneham & St Peters Council Search - attached

Name of relevant authority that granted authorisation:

Refer to particulars supplied in City of Norwood Payneham & St Peters Council Search - attached

Condition(s) of authorisation:

Refer to particulars supplied in City of Norwood Payneham & St Peters Council Search - attached

**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:~~

~~\_\_\_\_\_~~

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



1. Name of community corporation: Community Corporation 43676 Incorporated  
Address of community corporation: 8 Scott Street Firle SA 5070

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)

Community Corporation is newly formed.  
SPECIAL NOTE: A Settlement Levy equal to one quarter of the budget will be payment on the settlement of each lot to start the corporation. At the first statutory general meeting of the corporation, members will set the corporation financial year, confirm the budget and set levy periods.

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

Community Corporation is newly formed. Lot owner will be responsible for contributing to the community corporation insurance, common property maintenance, water use and any other such obligations as determined by the 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:

Community Corporation is newly formed. Lot owner will be responsible for contributing to the community corporation insurance, common property maintenance, water use and any other such obligations as determined by the corporation.

(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:

Community Corporation is newly formed. Lot owner will be responsible for contributing to the community corporation insurance, common property maintenance, water use and any other such obligations as determined by the corporation.

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

4,250/10,000

*(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)

NO

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

NO

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

YES

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

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

Community Corporation is newly formed.

Inaugural Annual General Meeting minutes only held - further meetings will be held when all lots have been sold.

Lot owner will be responsible for contributing to the community corporation insurance, common property maintenance, water use and any other such obligations as determined by the corporation.

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:

Community Corporation is newly formed.

Special note to each purchaser: Each purchaser is to obtain a copy of current common property cover and lot owner building cover from their conveyancer on settlement. Owners may need to reimburse the developer for insurance. The developers conveyancer will prorate this amount.

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

Name: Ace Body Corporate Management (ABCM)

Address: 463 Regency Road Prospect SA 5082

**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:  
2KL Projects Pty Ltd ATF 2KL Investments Unit Trust
2. Name of insurer:  
QBE Insurance (Australia) Limited
3. Limitations on the liability of the insurer:  
Refer to Policy
4. Name of builder:  
Silverbrick Pty Ltd
5. Builder's licence number:  
BLD338679
6. Date of issue of insurance:  
07/11/2024
7. Description of insured building work:  
New Single Dwelling Construction Contract

### Exemption from holding insurance:

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

NO

If YES, give details:

- (a) Date of the exemption:  
\_\_\_\_\_
- (b) Name of builder granted the exemption:  
\_\_\_\_\_
- (c) Licence number of builder granted the exemption:  
\_\_\_\_\_
- (d) Details of building work to which the exemption applies:  
\_\_\_\_\_
- (e) Details of conditions (if any) to which the exemption is subject:  
\_\_\_\_\_

## Schedule-Division 3-Community lots and strata units



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

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

#### Governance

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

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

#### Use of your property

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

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

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

#### Are you buying a debt?

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

#### Expenses

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

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

#### Guarantee

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

#### Contracts

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

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

#### Buying off the plan

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

## Buying off the plan

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

## Mixed use developments—voting rights

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

## Further information

The Real Estate Institute of South Australia provides an information service for enquiries about real estate transactions, see [www.reisa.com.au](http://www.reisa.com.au).

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

- Form R3 - Buyers Information Notice
- Certificate of Title
- City of Norwood Payneham & St Peters Council Search
- Property Interest Report
- Revenue SA Emergency Services Levy Certificate
- Revenue SA Land Tax Certificate
- SA Water Certificate of Charges
- Community Search
- Community Plan 43676
- By Laws

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**ACKNOWLEDGEMENT OF RECEIPT**

\* I / We, the abovenamed Purchaser(s), hereby acknowledge having received this day this Statement under section 7 under the *Land and Business (Sale and Conveyancing) Act* with the annexures as set out above.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_

**Signature of purchaser(s)**

Signature

Signature

Date

Date

Signature

Signature

Date

Date

(\*Strike out whichever is not applicable)

# Form R3

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

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

## Buyers information notice Prescribed notice to be given to purchaser

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

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



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 6323 Folio 308

Parent Title(s) CT 5641/574  
Creating Dealing(s) ACT 14640788  
Title Issued 03/11/2025 Edition 1 Edition Issued 03/11/2025

### Estate Type

FEE SIMPLE

### Registered Proprietor

2KL PROJECTS PTY. LTD. (ACN: 677 690 443)  
OF 274 PAYNEHAM ROAD PAYNEHAM SA 5070

### Description of Land

LOT 1 PRIMARY COMMUNITY PLAN 43676  
IN THE AREA NAMED FIRLE  
HUNDRED OF ADELAIDE

### Easements

NIL

### Schedule of Dealings

Dealing Number	Description
14514647	MORTGAGE TO PERPETUAL CORPORATE TRUST LTD. (ACN: 000 341 533)

### Notations

Dealings Affecting Title NIL

Priority Notices NIL

#### Notations on Plan

Lodgement Date	Dealing Number	Description	Status
17/10/2025	14640789	BY-LAWS	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

# CERTIFICATE OF RATES AND CHARGES

Issued under Section 187 of the Local Government Act 1999



City of  
Norwood  
Payneham  
& St Peters

To: Key Conveyancing  
678 North East Road  
HOLDEN HILL SA 5088

Date: 23/02/2026

Particulars of the Property:	
Assessment No	1895
Owner's Name	2KL Projects Pty Ltd
Valuation No	1903153002
Property Address	8 Scott Street FIRLE 5070
Property Description	Lot 51 DP 3212 Adelaide CT 5641/574

175 The Parade  
Norwood SA 5067

PO Box 204  
Kent Town SA 5071

Telephone  
8366 4555

Email  
townhall@npsp.sa.gov.au

Website  
www.npsp.sa.gov.au

PLEASE NOTE: Lot 1 CT 6323/308 has not been separately assessed for the 2025-2026 financial year, however does form part of this assessment.

Particulars of Rates and Charges in the 2025-2026 Financial Year:	
Balance b/forward 2024-2025	\$0.00
<b>2025-2026 Rates + Landscape Levy</b>	<b>\$2,511.02</b>
Plus Legal Fees	\$0.00
Plus Fines & Interest	\$0.00
Less Concession/Rebate	\$0.00
Less Payments	-\$1,884.02
Plus Property Related Debts	
<b>Balance Now Due and Payable</b>	<b>\$627.00</b>
<b>Settlement via BPay</b>	<b>Billers Code: 3251 Reference: 18958</b>



<b>2025-2026 Rates including Landscape Levy</b>	<b>\$2,511.02</b>
<b>2025-2026 Capital Value</b>	<b>\$1,325,000</b>

100% Australian Made  
Recycled Paper

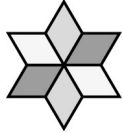
The 3rd Quarter of Rates for the 2025-2026 financial year will be due 6 March 2026.

### Notes for your information:

- The next date for Fines and Interest to be calculated is 10 February 2026.
- If Balance Due above is Nil, the rates have been paid to 30 June 2026.
- Upon settlement of the property, the total balance to 30 June 2026 is required to be paid to the Council. Action to recover unpaid rates will be taken against the owner of the property at the time of declaration of rates.
- A fine of 2% will be imposed on any current Rate not paid by the due date and interest at the prescribed rate will be added each month on unpaid arrears.
- This certificate relates only to the abovementioned assessment. If other assessments are included at the same address (eg: tenancies/shops) additional certificates will only be issued upon payment of additional fees.

Mario Barone  
**CHIEF EXECUTIVE OFFICER**

Community Well-being is...  
Social Equity  
Cultural Vitality  
Economic Prosperity  
Environmental Sustainability



City of  
Norwood  
Payneham  
& St Peters

## City of Norwood Payneham & St Peters

Head Office: 175 The Parade, Norwood  
Mailing Address: PO Box 204, KENT TOWN SA 5071  
Telephone (08) 8366 4555

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### Property Information and Particulars provided pursuant to Section 12 of the Land and Business (Sale and Conveyancing) Act 1994

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To: Key Conveyancing  
678 North East Road  
Holden Hill SA 5088

Certificate Date: 23/02/2026  
Certificate No: 27674

#### Details of Property Referred To:

Rates Assessment Number : 123719 3  
Valuer General Number : 1903153117  
Owner Details : 2KL Projects Pty Ltd  
Property Address : 8 Scott Street FIRLE 5070  
Property Description : Lot: 1 CP: 43676 CT: 6323/308  
Hundred : Adelaide  
Ward : Maylands/Trinity Ward - Ward 4

The below information has been prepared pursuant to the *Land and Business (Sale and Conveyancing) Act 1994 (LBSC Act)* and *Land and Business (Sale and Conveyancing) Regulations 2025 (LBSC Regulations)* on the basis of the Council's records and, except as otherwise noted below, in reliance on particular information supplied by the Department for Housing and Urban Development. The Council does not make any guarantee as to the completeness, reliability or accuracy of the information supplied by the Department for Housing and Urban Development.

Where 'YES' has been indicated in column 2, this is intended to indicate only that the item in column 1 is applicable. The Council makes no representation as to whether this item will be discharged or satisfied prior to or at settlement.

Where 'N/A' has been indicated in column, this is intended to indicate only that the Council does not have records of the item in column 1. You may wish to make your own further enquiries, including of the administrative unit of the Public Service that is, under a Minister, responsible for the administration of the *Planning, Development and Infrastructure Act 2016*.

Terms used in this document may be as defined in the LBSC Act and LBSC Regulations.

**Prescribed Encumbrances for 8 Scott Street FIRLE 5070**

Column 1 Prescribed encumbrance	Column 2 Other particulars required
<b>Development Act 1993 (repealed)</b>	
section 42—Condition (that continues to apply) of a development authorisation	Date of authorisation: <b>N/A</b> Name of relevant authority that granted authorisation: Condition(s) of authorisation:
<b>Repealed Act conditions</b>	
Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed)	<b>N/A</b>
<b>Planning, Development and Infrastructure Act 2016</b>	
Part 5 – Planning and Design Code	Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): <b>(Refer to PlanSA Section 7 extract report)</b> Is there a State heritage place on the land or is the land situated in a State heritage area? <b>NO</b>  Is the land designated as a local heritage place? <b>NO</b>  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? <b>NO</b>  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? <b>YES</b>  For information on any proposed Code Amendments which may interest you, please refer to the PlanSA Website:  <a href="https://code.plan.sa.gov.au">https://code.plan.sa.gov.au</a>
Section 127 - Condition (that continues to apply) of a development authorisation	<b>(Refer to PlanSA Section 7 extract report)</b> <b>ID 24003776</b> <b>ID 22025130</b>

Column 1 Prescribed encumbrance	Column 2 Other particulars required
<b><i>Development Act 1993 (repealed)</i></b>	
section 50(1)—Requirement to vest land in a council or the Crown to be held as open space	N/A
section 50(2)—Agreement to vest land in a council or the Crown to be held as open space	N/A
section 55—Order to remove or perform work	N/A
section 56—Notice to complete development	N/A
section 57—Land management agreement	N/A
section 69—Emergency order	N/A
section 71—Fire safety notice	N/A
section 84—Enforcement notice	N/A
section 85(6), 85(10) or 106—Enforcement order	N/A
Part 11 Division 2—Proceedings	N/A
<b><i>Fire and Emergency Services Act 2005</i></b>	
section 105F (or section 56 or 83 (repealed))—Notice to take action to prevent outbreak or spread of fire	N/A
<b><i>Food Act 2001</i></b>	
section 44—Improvement notice	N/A
section 46—Prohibition order	N/A
<b><i>Housing Improvement Act 1940 (repealed)</i></b>	
section 23—declaration that house is undesirable or unfit for human habitation	N/A

Column 1 Prescribed encumbrance	Column 2 Other particulars required
Part 7 (rent control for substandard houses) – Notice or declaration	N/A
<b>Land Acquisition Act 1969</b>	
Section 10 – Notice of intention to acquire	N/A
<b>Local Government Act 1934 (repealed)</b>	
Notice, order, declaration, charge, claim or demand given or made under the Act	N/A
<b>Local Government Act 1999</b>	
Notice, order, declaration, charge, claim or demand given or made under the Act	N/A
<b>Local Nuisance and Litter Control Act 2016</b>	
Section 30 – Nuisance or litter abatement notice	N/A
<b>Planning, Development and Infrastructure Act 2016</b>	
section 141 – Order to remove or perform work	N/A
section 142 – Notice to complete development	N/A
section 155 – Emergency order	N/A
section 157 – Fire safety notice	N/A
Section 192 or 193 – Land management agreement	(Refer to PlanSA Section 7 extract report)
section 198(1) – Requirement to vest land in a council or the Crown to be held as open space	N/A
section 198(2) – Agreement to vest land in a council or the Crown to be held as open space	N/A
Part 16 Division 1 – Proceedings	N/A

<b>Column 1</b> <b>Prescribed encumbrance</b>	<b>Column 2</b> <b>Other particulars required</b>
section 213 – Enforcement notice	N/A
section 214(6), 214(10) or 222- Enforcement order	N/A
<b>Public and Environmental Health Act 1987 (repealed)</b>	
Part 3—Notice	N/A
Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—Condition (that continues to apply) of an approval	N/A
Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—Maintenance order (that has not been complied with)	N/A
<b>South Australian Public Health Act 2011</b>	
Section 92-Notice	N/A
South Australian Public Health (Wastewater) Regulations 2013 Part 4- Condition (that continues to apply) of an approval	N/A
<b>Other charges</b>	
Charge of any kind affecting the land (not included in another item)	N/A

### 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 insurance still in existence for building work on the land:

Building Indemnity Insurance is required **YES** (refer above note):

- 1 Name(s) of person(s) insured:.....
- 2 Name of insurer:.....
- 3 Limitations on the liability of the insurer:.....
- 4 Name of builder:.....
- 5 Builder's licence number:.....
- 6 Date of issue of insurance:.....
- 7 Description of insured building work:.....  
.....  
.....

### 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?

**N/A**

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: .....  
.....  
.....

## Particulars relating to Environment Protection

### Further information held by councils

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

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

**NO**

#### Note—

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

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

It should be noted that—

- (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.

This statement is made the **3 March 2026**

MARIO BARONE  
CHIEF EXECUTIVE OFFICER

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# Data Extract for Section 7 search purposes

## Valuation ID 1903153117

**Data Extract Date:** 03/03/2026

### Important Information

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

**Parcel ID:** C43676 FL1

**Certificate Title:** CT6323/308

**Property Address:** 8 SCOTT ST FIRLE SA 5070

### Zones

Housing Diversity Neighbourhood (HDN)

### Subzones

No

### Zoning overlays

#### Overlays

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

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

#### **Affordable Housing**

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

#### **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.

### **Signif Retirement Facility Supported Accom Sites**

The Significant Retirement Facility and Supported Accommodation Sites Overlay seeks to facilitate the development of supported accommodation and/or retirement facilities on significant retirement facility and supported accommodation sites to provide accommodation for the communities' ageing residents.

### **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.*

### Application ID: 22025130

Development Description: Construction of three (3) two-level group dwellings and associated retaining walls and fencing

Site Address: 8 SCOTT ST FIRLE SA 5070

**Development Authorisation:** Planning Consent

**Date of authorisation:** 13 December 2022

**Name of relevant authority that granted authorisation:** Assessment Manager at City of Norwood, Payneham and St. Peters

#### Condition 1

The development granted Planning Consent shall be undertaken and completed in accordance with the stamped plans and documentation, except where varied by conditions below (if any).

#### Condition 2

The approved development must include rainwater tank storage which is: connected to at least 80% of the roof area; connected to one toilet and either the laundry cold water outlets or hot water service; with a minimum retention capacity of 2000 litres; if the site perviousness is less than 30%, with a minimum detention capacity of 1000 litres; and where detention is required, includes a 20-25 mm diameter slow release orifice at the bottom of the detention component of the tank within 12 months of occupation of the dwelling(s).

#### Condition 3

All stormwater from buildings and paved areas shall be disposed of in accordance with recognised engineering practices in a manner and with materials that does not result in the entry of water onto any adjoining property or any building, and does not affect the stability of any building and in all instances the stormwater drainage system shall be directly connected into either the adjacent street kerb & water table or a Council underground pipe drainage system.

#### Condition 4

Dwelling 1The upper floor windows to the northern, eastern and southern elevations shall either have sill heights of 1500mm above floor level or be treated to a height of 1500mm above floor level, prior to occupation of the building, in a manner that restricts views being obtained by a person within the room to the reasonable satisfaction of the Assessment Manager and such treatment shall be maintained at all times. Dwelling 2The upper floor windows to the western, southern and eastern elevations shall either have sill heights of 1500mm above floor level or be treated to a height of 1500mm above floor level, prior to occupation of the building, in a manner that restricts views being obtained by a person within the room to the reasonable satisfaction of the Assessment Manager and such treatment shall be maintained at all times. Dwelling 3The upper floor windows to the western, northern and eastern elevations shall either have sill heights of 1500mm above floor level or be treated to a height of 1500mm above floor level, prior to occupation of the building, in a manner that restricts

views being obtained by a person within the room to the reasonable satisfaction of the Assessment Manager and such treatment shall be maintained at all times.

#### Condition 5

Either: Tree(s) must be planted and/or retained in accordance with DTS/DPF 1.1 of the Urban Tree Canopy Overlay in the Planning and Design Code (as at the date of lodgement of the application). New trees must be planted within 12 months of occupation of the dwelling(s) and maintained. Where provided for by any relevant off-set scheme established under section 197 of the Planning, Development and Infrastructure Act 2016 (as at the date of lodgement of the application), payment of an amount calculated in accordance with the off-set scheme may be made in lieu of planting/retaining 1 or more trees as set out in the Urban Tree Canopy Overlay in the Planning and Design Code (as at the date of lodgement of the application). Payment must be made prior to the issue of development approval.

#### Condition 6

All areas nominated as landscaping or garden areas on the approved plans shall be planted with a suitable mix and density of trees, shrubs and groundcovers within the next available planting season after the occupation of the premises to the reasonable satisfaction of the Assessment Manager and such plants, as well as any existing plants which are shown to be retained, shall be nurtured and maintained in good health and condition at all times, with any diseased or dying plants being replaced, to the reasonable satisfaction of the Council or its delegate.

### **Development Authorisation: Building Consent**

**Date of authorisation:** 8 August 2024

**Name of relevant authority that granted authorisation:** Peter Xerri

#### Condition 1

Smoke alarms must be installed in the building in accordance with Part 9.5.1, 9.5.2 and 9.5.4 of the National Construction Code 2022, Volume 2, and the requirements of Australian Standard 3786. Smoke alarms must be connected to consumer mains power, where power is supplied to the building, and must be interconnected where there is more than one alarm provided within the building, so that when one alarm activates, the other alarm(s) automatically activate(s). (To comply with the National Construction Code 2022, Volume 2, Performance Requirement H3P2 - Automatic Warning for Occupants)

#### Condition 2

The door to a fully enclosed sanitary compartment must a. open outwards, or, b. slide, or c. be readily removable from the outside of the compartment, unless there is a clear space of at least 1.2 m, measured in accordance with Figure 10.4.2, between the closet pan within the sanitary compartment and the doorway in accordance with Part 10.4.2 of the National Construction Code 2022, Volume 2. (To comply with the National Construction Code 2022, Volume 2, Performance Requirement H4P3 - Personal hygiene and Other Facilities)

#### Condition 3

Building elements in wet areas must be waterproof or water resistant in accordance with the requirements of Part SA 10.2.1 of the National Construction Code 2022, Volume 2 and must comply with the requirements of Australian Standard 3740. (To comply with the National Construction Code 2022, Volume 2, Performance Requirement H4P1 - Wet Areas)

#### Condition 4

Floor waste must be installed in all wet areas containing a vessel. The floor of a wet area must be graded to a floor waste to permit drainage of water in accordance with SA 10.2.33 of ABCB Housing Provision Standard 2022. The floor may need not be graded to the floor waste if all vessels are provided with in-built overflow protection or have a permanent open trapped connection to the plumbing and drainage system.

#### Condition 5

The building must be adequately protected against the potential risk of termite activity/attack/damage in accordance with the requirements of Australian Standard 3660.1 -Protection of new buildings from subterranean termites and Part 3.4.1 Requirements for Termite Management Systems of the National Construction Code 2022, Volume 2.(To comply with the National Construction Code 2022, Volume 2, Performance Requirements H1P1 - Structural Reliability and Resistance)

#### Condition 6

A mechanical exhaust fan shall be installed into the sanitary facility and/or laundry in accordance with the National Construction Code 2022, Volume 2, Part 10.6.2 Ventilation Requirements.(To comply with the National Construction Code 2022, Volume 2, Performance Requirement H4P5 - Ventilation)

#### Condition 7

Condensation management shall be implemented in accordance with the National Construction Code 2022, Part H4D9 - Condensation Management, including Pliable building membrane Part 10.8.1, Flow rate and discharge of exhaust Part 10.8.2 and Ventilation of roof spaces Part 10.8.3. (To Comply with the National Construction Code 2022, Performance Requirements H4P7 - Condensation and Water Vapour Management)

#### Condition 8

The owner of land on which domestic building work is to be performed; (and/or builder) must ensure that a copy of a certificate of insurance in relation to that work is lodged with the Council in the following circumstances on or before the giving of notice of commencement of the building work under - Regulation 36 of the Planning, Development and Infrastructure (General) Regulations 2017.

#### Condition 9

If the floor below a window (including any window that may let in air but not light) in a bedroom is 2 m or more above the surface beneath, open able portions of such a window must be provided with protection so as to limit the risk of a person (especially a young child) falling through it, in accordance with Part 11.3.7 Protection of Openable Windows - Bedrooms of the National Construction Code 2022 Building Code of Australia, Volume 2. (To comply with the National Construction Code 2022, Volume 2 Performance Requirement H5P2 - Fall Prevention Barriers)

#### Condition 10

If the floor below a window (including any window that may let in air but not light) in any room besides a bedroom is 4 m or more above the surface beneath, open able portions of such a window must be provided with protection so as to limit the risk of a person (especially a young child) falling through it, in accordance with Part 11.3.8 Protection of Openable Windows - Rooms Other Than Bedrooms, of the National Construction Code 2022 Building Code of Australia, Volume 2. (To comply with the National Construction Code 2022, Volume 2 Performance Requirement H5P2 - Fall Prevention Barriers)

#### Condition 11

A minimum 1000litre rainwater tank shall be installed in accordance with SA H9D3 (1) and (2) Rainwater Tank Capacity and plumbed to at least a water closet or a water heater or laundry water outlet. The tank must also be fitted with an overflow in accordance with SA H9D4. The tank must also be fitted with mosquito proof, non-

degradable screen in accordance with SA H9D5. (To comply with the National Construction Code 2022, Volume 2, SA H9P1 – Water Efficiency)

**Condition 12**

Roof stormwater must be discharged to the street water table, or in a manner that is otherwise to the Council's written satisfaction in accordance with the requirements of Australian Standard 3500.3 and Part 3.3.5 Stormwater Drainage of the National Construction Code of Australia 2022, Volume 2.(To comply with the National Construction Code 2022 Building Code of Australia, Volume 2, Performance Requirement H2P1 - Rainwater Management)

**Condition 13**

**NON-COMPLIANT Cladding Products:** All cladding products shall NOT be a "NON-COMPLIANT" product, meaning any Building Product which does not comply with any applicable law or regulatory obligation, including but not limited to: the National Construction Code of Australia, the Building Code of Australia, any relevant Australian Standards, Approved Conditions, use or application, or the guidelines, practice notes or the like of any relevant building authority or other. All cladding products shall be non-combustible materials. Aluminum composite cladding panels are strictly prohibited and are not fit for purpose.

**Condition 14**

**NON-CONFORMING Cladding Products:** All cladding products shall NOT be a "NON-CONFORMING" product, meaning any Building Product which purports to meet specific requirements, and does not. Such as: is not fit for purpose, is not acceptable quality, is counterfeit, or contains false or misleading claims about its qualities and/or properties. All cladding products shall be non-combustible materials. Aluminum composite cladding panels are strictly prohibited and are not fit for purpose.

**Associated Building Indemnity Insurance**

**Building Work:** Three (3) two-level dwellings and retaining walls and fencing

**Building Work ID:** 119262

**Name(s) of person(s) insured:** TWO KL Projects Pty Ltd ATF TWO KL Investments Unit Trust

**Name of Insurer:** QBE

**Insurance date of issue:** 07/11/2024

**Name of builder:** SILVERBRICK PTY LTD

**Builder's licence number:** BLD338679

**Development Authorisation:** Development Approval: Planning Consent and Building Consent

**Date of authorisation:** 13 August 2024

**Name of relevant authority that granted authorisation:** City of Norwood, Payneham and St. Peters

**Land Management Agreement (LMA)**

No



## DECISION NOTIFICATION FORM

Section 126(1) of the Planning, Development and Infrastructure Act 2016

### TO THE APPLICANT(S):

Name: Victor Szecko
Postal address: C/- Alexander Symonds, PO Box 1000 Kent Town SA 5071
Email: abellon@alexander.com.au

### IN REGARD TO:

Development application no.: 24003776	Lodged on: 21 Feb 2024
Nature of proposed development: Community Title land division (1 allotment into 3 allotments)	

### LOCATION OF PROPOSED DEVELOPMENT:

Location reference: 8 SCOTT ST FIRLE SA 5070		
Title ref.: CT 5641/574	Plan Parcel: D3212 AL51	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

### DECISION:

Decision type	Decision (granted/refused)	Decision date	No. of conditions	No. of reserved matters	Entity responsible for decision (relevant authority)
Planning Consent	Granted	8 Mar 2024	1	0	Assessment Manager at City of Norwood, Payneham and St. Peters
Land Division Consent	Granted	8 Mar 2024	7	0	Assessment Manager at City of Norwood, Payneham and St. Peters
Development Approval - Planning Consent; Land Division Consent	Granted	8 Mar 2024	8	0	City of Norwood, Payneham and St. Peters

<b>FROM THE RELEVANT AUTHORITY:</b> City of Norwood, Payneham and St. Peters
Date: 8 Mar 2024

### CONDITIONS

#### Planning Consent

The development granted Planning Consent shall be undertaken and completed in accordance with the stamped plans and documentation, except where varied by conditions below (if any).



## Land Division Consent

### Condition 1

All buildings shall be demolished and removed prior to the issuing of a Land Division Certificate under section 138 of the *Planning, Development & Infrastructure Act 2016 (SA)*.

## Conditions imposed by SPC Planning Services under Section 122 of the Act

### Condition 2

Payment of \$16906.00 into the Planning and Development Fund (2 allotment/s @ \$8453.00/allotment). This payment will not become payable until the Certificate of Approval application under Section 138 has been lodged. At that time the Land Division Registration fee (currently \$1120.00), will also become payable. The total of the two fees must be paid in a single payment. Payment may be made via credit card (Visa or MasterCard) online at [plan.sa.gov.au](http://plan.sa.gov.au), over the phone on 7133 3028, or cheques may be made payable to the State Planning Commission, marked "Not Negotiable" and sent to GPO Box 1815, Adelaide 5001

### Condition 3

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

## Conditions imposed by South Australian Water Corporation under Section 122 of the Act

### Condition 4

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.

<https://www.sawater.com.au/building,-developing-and-plumbing/new-connections-and-alterations/connection-fees>

### Condition 5

The builder/developer will need to determine and verify if the depth of the existing sewer connection(s) is suitable for the development.

### Condition 6

if a connection/s off an existing main is required, an investigation will need to be carried out to determine if the connection/s to your development will be standard or non-standard costs.

### Condition 7

SA Water's water and sewer network is available for connection in this area. An investigation will need to be undertaken to determine infrastructure needs, appropriate fees and charges.

The financial requirements of SA Water shall be met for the provision of water and sewer supply services.

## ADVISORY NOTES

### Planning Consent

#### Advisory Note 1

The Applicant is reminded of its responsibilities under the *Environment Protection Act 1993*, to not harm the environment. Specifically, paint, plaster, concrete, brick wastes and wash waters should not be discharged into the stormwater system, litter should be appropriately stored on site pending removal, excavation and site disturbance should be limited, entry/exit points to the site should be managed to prevent soil being carried off site by vehicles, sediment barriers should be used (particularly on sloping sites), and material stockpiles should all be placed on site and not on the footpath or public roads or reserves. Further information is available by contacting the EPA.

#### Advisory Note 2

The granting of this consent does not remove the need for the beneficiary to obtain all other consents which may be required by any other legislation.

The Applicant's attention is particularly drawn to the requirements of the *Fences Act 1975* regarding notification of any neighbours affected by new boundary development or boundary fencing. Further information is available in the 'Fences and the Law' booklet available through the Legal Services Commission.

#### **Advisory Note 3**

The Applicant is advised that construction noise is not allowed:

1. on any Sunday or public holiday; or
2. after 7pm or before 7am on any other day

#### **Advisory Note 4**

The Applicant is advised that any works undertaken on Council owned land (including but not limited to works relating to crossovers, driveways, footpaths, street trees and stormwater connections), or works that require the closure of the footpath and / or road to undertake works on the development site, will require the approval of the Council pursuant to the *Local Government Act 1999* prior to any works being undertaken. Further information may be obtained by contacting Council's Public Realm Compliance Officer on 8366 4513.

#### **Advisory Note 5**

The Applicant is advised that the condition of the footpath, kerbing, vehicular crossing point, street tree(s) and any other Council infrastructure located adjacent to the subject land will be inspected by the Council prior to the commencement of building work and at the completion of building work. Any damage to Council infrastructure that occurs during construction must be rectified as soon as practicable and in any event, no later than four (4) weeks after substantial completion of the building work. The Council reserves its right to recover all costs associated with remedying any damage that has not been repaired in a timely manner from the appropriate person.

#### **Advisory Note 6**

The Council has not surveyed the subject land and has, for the purpose of its assessment, assumed that all dimensions and other details provided by the Applicant are correct and accurate.

#### **Advisory Note 7**

Appeal Rights - General rights of review and appeal exist in relation to any assessment, request, direction or act of a relevant authority in relation to the determination of this application, including conditions.

#### **Advisory Note 8**

Consents issued for this Development Application will remain valid for the following periods of time:

1. Planning Consent is valid for 24 months following the date of issue, within which time Development Approval must be obtained;
2. Development Approval is valid for 24 months following the date of issue, within which time works must have substantially commenced on site;
3. Works must be substantially completed within 3 years of the date on which Development Approval is issued.

If an extension is required to any of the above-mentioned timeframes a request can be made for an extension of time by emailing the Planning Department at [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au). Whether or not an extension of time will be granted will be at the discretion of the relevant authority.

#### **Advisory Note 9**

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

### **Land Division Consent**

#### **Advisory Note 1**

The postal address of the newly created allotments are:

- Lot 1 - 8 Scott Street, Firl
- Lot 2 - 8A Scott Street, Firl
- Lot 3 - 8B Scott Street, Firl

**Advisory Note 2**

This Land Division Consent will lapse within 24 months of the date of this notice unless an application for a certificate under Section 138 of the Act has been lodged with the State Planning Commission, accompanied by the Certificate of Approval Fee.

**Advisory Notes imposed by SPC Planning Services under Section 122 of the Act**

**Advisory Note 3**

Under Part 20A of the *Telecommunications Act 1997* (Cth), developers are required to install fibre-ready facilities (e.g. pit and pipe) in their developments, unless the development qualifies for an exemption. Developers can face penalties if they sell or lease building lots or units in new developments without fibre-ready facilities installed.

Under the Commonwealth’s Telecommunications in New Developments Policy, developers are also expected to contract a telecommunications carrier (being any statutory infrastructure provider (SIP) or NBN Co as the default SIP) to provide services in their development. Carriers should install fixed-line network infrastructure in new developments, unless that is not commercially feasible, in which case they should use fixed-wireless or satellite technologies.

Further details of these requirements can be found at:  
[www.infrastructure.gov.au/departments/media/publications/telecommunications-new-developments](http://www.infrastructure.gov.au/departments/media/publications/telecommunications-new-developments)

**CONTACT DETAILS OF CONSENT AUTHORITIES**

Name: City of Norwood, Payneham and St. Peters	Type of consent: Planning and Land Division
Telephone: 0883664530	Email: <a href="mailto:developmentassessment@npsp.sa.gov.au">developmentassessment@npsp.sa.gov.au</a>
Postal address: PO Box 204, Kent Town SA 5071	



## DECISION NOTIFICATION FORM

Section 126(1) of the Planning, Development and Infrastructure Act 2016

### TO THE APPLICANT(S):

Name: 2KL Projects Pty Ltd
Postal address: 274 PAYNEHAM ROAD PAYNEHAM SA 5070
Email: admin@silverbrick.com.au

### IN REGARD TO:

Development application no.: 22025130	Lodged on: 2 Aug 2022
Nature of proposed development: Construction of three (3) two-level group dwellings and associated retaining walls and fencing	

### LOCATION OF PROPOSED DEVELOPMENT:

Location reference: 8 SCOTT ST FIRLE SA 5070		
Title ref.: CT 5641/574	Plan Parcel: D3212 AL51	Council: THE CITY OF NORWOOD PAYNEHAM AND ST PETERS

### DECISION:

Decision type	Decision (granted/refused)	Decision date	No. of conditions	No. of reserved matters	Entity responsible for decision (relevant authority)
Planning Consent	Granted	13 Dec 2022	6	0	Assessment Manager at City of Norwood, Payneham and St. Peters
Building Consent	Granted	8 Aug 2024	14	0	Peter Xerri
Development Approval - Planning Consent; Building Consent	Granted	13 Aug 2024	20	0	City of Norwood, Payneham and St. Peters

<b>FROM THE RELEVANT AUTHORITY:</b> City of Norwood, Payneham and St. Peters
Date: 22 Aug 2025

### MINOR VARIATION TO PREVIOUS AUTHORISATION

Consent affected	Description of minor variation	Date minor variation endorsed*	Entity responsible for decision
Building Consent; Development Approval For: Planning Consent Building Consent	Final Truss Calculations	23 Jan 2025	Peter Xerri; City of Norwood, Payneham and St. Peters



Building Consent; Development Approval For: Planning Consent Building Consent	Timber amendment	22 Aug 2025	Peter Xerri; City of Norwood, Payneham and St. Peters
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\* Date minor variation endorsed does not affect operative date of original consent.

## CONDITIONS

### Planning Consent

#### Condition 1

The development granted Planning Consent shall be undertaken and completed in accordance with the stamped plans and documentation, except where varied by conditions below (if any).

#### Condition 2

The approved development must include rainwater tank storage which is:

1. connected to at least 80% of the roof area;
2. connected to one toilet and either the laundry cold water outlets or hot water service;
3. with a minimum retention capacity of 2000 litres;
4. if the site perviousness is less than 30%, with a minimum detention capacity of 1000 litres; and
5. where detention is required, includes a 20-25 mm diameter slow release orifice at the bottom of the detention component of the tank

within 12 months of occupation of the dwelling(s).

#### Condition 3

All stormwater from buildings and paved areas shall be disposed of in accordance with recognised engineering practices in a manner and with materials that does not result in the entry of water onto any adjoining property or any building, and does not affect the stability of any building and in all instances the stormwater drainage system shall be directly connected into either the adjacent street kerb & water table or a Council underground pipe drainage system.

#### Condition 4

##### Dwelling 1

The upper floor windows to the northern, eastern and southern elevations shall either have sill heights of 1500mm above floor level or be treated to a height of 1500mm above floor level, prior to occupation of the building, in a manner that restricts views being obtained by a person within the room to the reasonable satisfaction of the Assessment Manager and such treatment shall be maintained at all times.

##### Dwelling 2

The upper floor windows to the western, southern and eastern elevations shall either have sill heights of 1500mm above floor level or be treated to a height of 1500mm above floor level, prior to occupation of the building, in a manner that restricts views being obtained by a person within the room to the reasonable satisfaction of the Assessment Manager and such treatment shall be maintained at all times.

##### Dwelling 3

The upper floor windows to the western, northern and eastern elevations shall either have sill heights of 1500mm above floor level or be treated to a height of 1500mm above floor level, prior to occupation of the building, in a manner that restricts views being obtained by a person within the room to the reasonable satisfaction of the Assessment Manager and such treatment shall be maintained at all times.

#### Condition 5

Either:

1. Tree(s) must be planted and/or retained in accordance with DTS/DPF 1.1 of the Urban Tree Canopy Overlay in the Planning and Design Code (as at the date of lodgement of the application). New trees must be planted within 12 months of occupation of the dwelling(s) and maintained.
2. Where provided for by any relevant off-set scheme established under section 197 of the Planning, Development and Infrastructure Act 2016 (as at the date of lodgement of the application), payment of an amount calculated in accordance with the off-set scheme may be made in lieu of planting/retaining 1 or more trees as set out in the Urban Tree Canopy Overlay in the Planning and Design Code (as at the date of lodgement of the application). Payment must be made prior to the issue of development approval.

### Condition 6

All areas nominated as landscaping or garden areas on the approved plans shall be planted with a suitable mix and density of trees, shrubs and groundcovers within the next available planting season after the occupation of the premises to the reasonable satisfaction of the Assessment Manager and such plants, as well as any existing plants which are shown to be retained, shall be nurtured and maintained in good health and condition at all times, with any diseased or dying plants being replaced, to the reasonable satisfaction of the Council or its delegate.

## Building Consent

### Condition 1

Smoke alarms must be installed in the building in accordance with Part 9.5.1, 9.5.2 and 9.5.4 of the National Construction Code 2022, Volume 2, and the requirements of Australian Standard 3786. Smoke alarms must be connected to consumer mains power, where power is supplied to the building, and must be interconnected where there is more than one alarm provided within the building, so that when one alarm activates, the other alarm(s) automatically activate(s).

*(To comply with the National Construction Code 2022, Volume 2, Performance Requirement H3P2 - Automatic Warning for Occupants)*

### Condition 2

The door to a fully enclosed sanitary compartment must

- a. open outwards, or,
- b. slide, or
- c. be readily removable from the outside of the compartment,

unless there is a clear space of at least 1.2 m, measured in accordance with Figure 10.4.2, between the closet pan within the sanitary compartment and the doorway in accordance with Part 10.4.2 of the National Construction Code 2022, Volume 2.

*(To comply with the National Construction Code 2022, Volume 2, Performance Requirement H4P3 - Personal hygiene and Other Facilities)*

### Condition 3

Building elements in wet areas must be waterproof or water resistant in accordance with the requirements of Part SA 10.2.1 of the National Construction Code 2022, Volume 2 and must comply with the requirements of Australian Standard 3740.

*(To comply with the National Construction Code 2022, Volume 2, Performance Requirement H4P1 - Wet Areas)*

### Condition 4

Floor waste must be installed in all wet areas containing a vessel. The floor of a wet area must be graded to a floor waste to permit drainage of water in accordance with SA 10.2.33 of ABCB Housing Provision Standard 2022.

The floor may need not be graded to the floor waste if all vessels are provided with in-built overflow protection or have a permanent open trapped connection to the plumbing and drainage system.

### Condition 5

The building must be adequately protected against the potential risk of termite activity/attack/damage in accordance with the requirements of Australian Standard 3660.1 -Protection of new buildings from subterranean termites and Part 3.4.1 Requirements for Termite Management Systems of the National Construction Code 2022, Volume 2.

*(To comply with the National Construction Code 2022, Volume 2, Performance Requirements H1P1 - Structural Reliability and Resistance)*

#### **Condition 6**

A mechanical exhaust fan shall be installed into the sanitary facility and/or laundry in accordance with the National Construction Code 2022, Volume 2, Part 10.6.2 Ventilation Requirements.

(To comply with the National Construction Code 2022, Volume 2, Performance Requirement H4P5 - Ventilation)

#### **Condition 7**

Condensation management shall be implemented in accordance with the National Construction Code 2022, Part H4D9 - Condensation Management, including Pliable building membrane Part 10.8.1, Flow rate and discharge of exhaust Part 10.8.2 and Ventilation of roof spaces Part 10.8.3.

(To Comply with the National Construction Code 2022, Performance Requirements H4P7 - Condensation and Water Vapour Management)

#### **Condition 8**

The owner of land on which domestic building work is to be performed; (and/or builder) must ensure that a copy of a certificate of insurance in relation to that work is lodged with the Council in the following circumstances on or before the giving of notice of commencement of the building work under - Regulation 36 of the Planning, Development and Infrastructure (General) Regulations 2017.

#### **Condition 9**

If the floor below a window (including any window that may let in air but not light) in a bedroom is 2 m or more above the surface beneath, open able portions of such a window must be provided with protection so as to limit the risk of a person (especially a young child) falling through it, in accordance with Part 11.3.7 Protection of Openable Windows - Bedrooms of the National Construction Code 2022 Building Code of Australia, Volume 2.

*(To comply with the National Construction Code 2022, Volume 2 Performance Requirement H5P2 - Fall Prevention Barriers)*

#### **Condition 10**

If the floor below a window (including any window that may let in air but not light) in any room besides a bedroom is 4 m or more above the surface beneath, open able portions of such a window must be provided with protection so as to limit the risk of a person (especially a young child) falling through it, in accordance with Part 11.3.8 Protection of Openable Windows - Rooms Other Than Bedrooms, of the National Construction Code 2022 Building Code of Australia, Volume 2.

*(To comply with the National Construction Code 2022, Volume 2 Performance Requirement H5P2 - Fall Prevention Barriers)*

#### **Condition 11**

A minimum 1000litre rainwater tank shall be installed in accordance with SA H9D3 (1) and (2) Rainwater Tank Capacity and plumbed to at least a water closet or a water heater or laundry water outlet. The tank must also be fitted with an overflow in accordance with SA H9D4. The tank must also be fitted with mosquito proof, non-degradable screen in accordance with SA H9D5.

*(To comply with the National Construction Code 2022, Volume 2, SA H9P1 – Water Efficiency)*

#### **Condition 12**

Roof stormwater must be discharged to the street water table, or in a manner that is otherwise to the Council's written satisfaction in accordance with the requirements of *Australian Standard* 3500.3 and Part 3.3.5 Stormwater Drainage of the National Construction Code of Australia 2022, Volume 2.

*(To comply with the National Construction Code 2022 Building Code of Australia, Volume 2, Performance Requirement H2P1 - Rainwater Management)*

### Condition 13

NON-COMPLIANT Cladding Products: All cladding products shall NOT be a "NON-COMPLIANT" product, meaning any Building Product which does not comply with any applicable law or regulatory obligation, including but not limited to: the National Construction Code of Australia, the Building Code of Australia, any relevant Australian Standards, Approved Conditions, use or application, or the guidelines, practice notes or the like of any relevant building authority or other. All cladding products shall be non-combustible materials. Aluminum composite cladding panels are strictly prohibited and are not fit for purpose.

### Condition 14

NON-CONFORMING Cladding Products: All cladding products shall NOT be a "NON-CONFORMING" product, meaning any Building Product which purports to meet specific requirements, and does not. Such as: is not fit for purpose, is not acceptable quality, is counterfeit, or contains false or misleading claims about its qualities and/or properties. All cladding products shall be non-combustible materials. Aluminum composite cladding panels are strictly prohibited and are not fit for purpose.

## ADVISORY NOTES

### Planning Consent

#### Advisory Note 1

The Applicant is reminded of its responsibilities under the *Environment Protection Act 1993*, to not harm the environment. Specifically, paint, plaster, concrete, brick wastes and wash waters should not be discharged into the stormwater system, litter should be appropriately stored on site pending removal, excavation and site disturbance should be limited, entry/exit points to the site should be managed to prevent soil being carried off site by vehicles, sediment barriers should be used (particularly on sloping sites), and material stockpiles should all be placed on site and not on the footpath or public roads or reserves. Further information is available by contacting the EPA.

#### Advisory Note 2

The granting of this consent does not remove the need for the beneficiary to obtain all other consents which may be required by any other legislation.

The Applicant's attention is particularly drawn to the requirements of the *Fences Act 1975* regarding notification of any neighbours affected by new boundary development or boundary fencing. Further information is available in the 'Fences and the Law' booklet available through the Legal Services Commission.

#### Advisory Note 3

The Applicant is advised that construction noise is not allowed:

1. on any Sunday or public holiday; or
2. after 7pm or before 7am on any other day

#### Advisory Note 4

The Applicant is advised that any works undertaken on Council owned land (including but not limited to works relating to crossovers, driveways, footpaths, street trees and stormwater connections) will require the approval of the Council pursuant to the *Local Government Act 1999* prior to any works being undertaken. Further information may be obtained by contacting Council's Public Realm Compliance Officer on 8366 4513.

#### Advisory Note 5

The Applicant is advised that the condition of the footpath, kerbing, vehicular crossing point, street tree(s) and any other Council infrastructure located adjacent to the subject land will be inspected by the Council prior to the commencement of building work and at the completion of building work. Any damage to Council infrastructure that occurs during construction must be rectified as soon as practicable and in any event, no later than four (4) weeks after substantial completion of the building work. The Council reserves its right to recover all costs associated with remedying any damage that has not been repaired in a timely manner from the appropriate person.

#### Advisory Note 6

The Council has not surveyed the subject land and has, for the purpose of its assessment, assumed that all dimensions and other details provided by the Applicant are correct and accurate.

**Advisory Note 7**

Appeal Rights - General rights of review and appeal exist in relation to any assessment, request, direction or act of a relevant authority in relation to the determination of this application, including conditions.

**Advisory Note 8**

Consents issued for this Development Application will remain valid for the following periods of time:

1. Planning Consent is valid for 24 months following the date of issue, within which time Development Approval must be obtained;
2. Development Approval is valid for 24 months following the date of issue, within which time works must have substantially commenced on site;
3. Works must be substantially completed within 3 years of the date on which Development Approval is issued.

If an extension is required to any of the above-mentioned timeframes a request can be made for an extension of time by emailing the Planning Department at townhall@npsp.sa.gov.au. Whether or not an extension of time will be granted will be at the discretion of the relevant authority.

**Advisory Note 9**

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

**Building Consent**

None

**CONTACT DETAILS OF CONSENT AUTHORITIES**

Name: Assessment Manager at City of Norwood, Payneham and St. Peters	Type of consent: Planning
Telephone: 0883664530	Email: developmentassessment@npsp.sa.gov.au
Postal address: PO Box 204, Kent Town SA 5071	

Name: Peter Xerri - Building Rules Consent Private Certifiers Pty Ltd	Type of consent: Building
Telephone: 0422 406 348	Email: peter@brcprivatecertifiers.com
Postal address: PO BOX 6179, West Lakes Shore SA 5020	

**BUILDING CLASSIFICATION/S**

Essential safety provisions apply: No

**Building work Three (3) two-level dwellings and retaining walls and fencing**

Building Classification	Approved number of occupants
1A - Detached house/ Fire separated attached dwelling	N/A
10A - Open or private garage,shed etc	N/A
10B - Fence, mast, Antenna, swimming pool	N/A

## CERTIFICATE OF BUILDING INDEMNITY INSURANCE

Domestic building work must not commence before a copy of the certificate of Building Indemnity Insurance has been lodged with the relevant authority. If not already lodged, you must lodge the required certificate of insurance before notice is given of intended commencement of building work (regulation 36).

### Building work Three (3) two-level dwellings and retaining walls and fencing

Certificate of Building Indemnity Insurance received: Yes

## REQUIRED NOTIFICATIONS

You are advised that notice and/or documentation must be provided to council when the following stages of building work are reached (regulation 93):

### Building work Three (3) two-level dwellings and retaining walls and fencing

- Commencement of Building work (1 business day's notice)
- Completion of Footing reinforcing steel, prior to concrete pour (1 business day's notice)
- Completion of Wall, floor and roof framing (1 business day's notice)
- Completion of Building work (1 business day's notice)

*Note regulation 57(7) allows the relevant authority issuing the notice to specify any additional stage of building work for which notice must be given to the council under regulation 93.*

*Where a building certifier is issuing the building consent the use of this regulation is to inform the council of stages of work when a notification should be provided and an inspection may occur at the council's discretion. If applicable, notifications specified under 57(7) are therefore intended to be in addition to mandatory notifications and any notifications specified by council under 93(1)(b) or (c) when issuing the final Development Approval.*

*To submit the requested notifications, log in to the SA planning portal and select **Submit mandatory building notifications**.*

## STATEMENT OF COMPLIANCE

A Statement of Compliance is required at the completion of all building work, except in respect of a Class 10 building other than a swimming pool or private bushfire shelter.

### Building Work Three (3) two-level dwellings and retaining walls and fencing

The following certificates, reports or other documents must be provided to the building certifier or council (as relevant) with the completed Statement of Compliance under regulation 57(8)(c).

(None specified)

*A blank copy of the Statement of Compliance is available on the SA planning portal. The Statement of Compliance and other required documents may be uploaded to the SA planning portal on completion.*

## BUILDING OCCUPATION/COMPLETION

### Building work Three (3) two-level dwellings and retaining walls and fencing

Building classification 1A - Detached house/ Fire separated attached dwelling

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: No

Building classification 10A - Open or private garage,shed etc

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: No

Building classification 10B - Fence, mast, Antenna, swimming pool

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied: No

*Note section 152 of the Act and regulation 103, requires a Certificate of Occupancy to be issued before a building can be occupied. A Certificate of Occupancy is not required for a Class 10 building or for a Class 1a building where the application for building consent is lodged and verified within the SA planning portal before 1*

*October 2024. In the meantime, a person must not occupy a Class 1a building for which a Certificate of Occupancy is not required unless it meets the minimum standards for occupancy under regulation 103H(2). Completion of a building will be signalled by the receipt of the Statement of Compliance required for that building, or the final Statement of Compliance where multiple statements are required.*

*Section 152(2) of the Act states that 'A certificate of occupancy will be issued by council', noting that section 154 allows a building certifier to exercise this power should they elect to, where either: the building is owned occupied by the Crown or an agency or instrumentality of the Crown; or if they issued the building rules consent for that building.*

*The authority above – either building certifier or council – will therefore be responsible for issuing this Certificate following receipt of the Statement of Compliance and other documentation as required to provide assurance that the building is suitable for occupation.*

*Note the default authority for issuing this Certificate remains the council, should there be no building certifier or if the certifier elects not to issue this Certificate, noting that a council may still elect not to issue a certificate, if the council is not satisfied the building is suitable for occupation under section 152(6) of the Act.*

#### **Contact details for the purposes of this notification**

Name City of Norwood, Payneham and St. Peters

Email [developmentassessment@npsp.sa.gov.au](mailto:developmentassessment@npsp.sa.gov.au)

Phone 0883664530

*Notifications may also be provided via the SA planning portal.*

## Building Indemnity Insurance Certificate of Insurance

QBE Insurance (Australia) Ltd  
839 Collins St  
Docklands VIC 3000  
Phone: (03) 9246 2666  
Fax: (03) 9246 2611  
ABN: 78 003 191 035  
AFS License No: 239545



Policy Number 600080507BWI-4

2KL PROJECTS PTY LTD ATF  
274 PAYNEHAM RD  
PAYNEHAM  
5070

**Name of intermediary**  
BUSINESS INSURANCE SERVICES  
189 PAYNEHAM RD  
ST PETERS SA 5069

**Account number**  
60BWBUSIN  
**Date issued**  
07/11/2024

### Policy schedule details

#### Certificate in respect of insurance

Domestic Building Contract

A contract of insurance complying with the Building Work Contractors Act 1995 and Regulations has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035, in respect of the Domestic Building Work as described in the Schedule herein.

**In respect of**

NEW SINGLE DWELLING CONSTRUCTION CONTRACT

**At**

LOT 1,8 SCOTT STREET  
FIRLE SA 5070

**Carried out by**

BUILDER  
SILVERBRICK PTY LTD  
ABN: 99 676 424 310

**Declared contract price**

\$525,000.00

**Contract date**

30/08/2024

**Builders registration no.**

BLD338679

**Building owner / Beneficiary**

2KL PROJECTS PTY LTD ATF  
2KL INVESTMENTS UNIT TRUST

Subject to the Building Work Contractors Act 1995, Regulations and the conditions of the insurance contract, cover will be provided to the Building Owner named in the domestic building contract and to the successors in title to the Building Owner.

**For and behalf of**

QBE Insurance (Australia) Limited.

#### IMPORTANT NOTICE:

This Certificate must be read in conjunction with the Policy Wording and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the statutory period of cover.

**To confirm the registration of this document, please visit the QBE Certificate Register via <https://www.qbe.com/au/home-insurance/builders-insurance>. By matching the details on this certificate with the details included in the register, it confirms your Certificate of Insurance was issued by QBE.**

# Property Interest Report

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

**Title Reference** CT 6323/308 **Reference No.** 2756379  
**Registered Proprietors** 2KL PROJECTS PTY. LTD. **Prepared** 18/02/2026 11:06  
**Address of Property** 8 SCOTT STREET, FIRLE, SA 5070  
**Local Govt. Authority** NORWOOD PAYNEHAM & ST PETERS  
**Local Govt. Address**

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](http://www.cbs.sa.gov.au)

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

### 1. General

- 1.1 Mortgage of land Refer to the Certificate of Title  
*[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*
- 1.2 Easement Refer to the Certificate of Title  
(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. The item and its heading must be included in the statement even if not applicable.]*
- 1.3 Restrictive covenant Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance  
*[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*
- 1.4 Lease, agreement for lease, tenancy agreement or licence Refer to the Certificate of Title  
(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.) also  
Contact the vendor for these details  
*[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*
- 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](http://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. Fences Act 1975**
- 9.1 section 5 - Notice of intention to perform fencing work Contact the vendor for these details
- 10. Fire and Emergency Services Act 2005**
- 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. Food Act 2001**
- 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. Ground Water (Qualco-Sunlands) Control Act 2000**
- 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. Heritage Places Act 1993**
- 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. Highways Act 1926**
- 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. Housing Improvement Act 1940 (repealed)**
- 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. Housing Improvement Act 2016**

- |      |  |  |
|------|--|--|
| 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<br>also<br>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<br>also<br>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<br>also<br>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 | <b>A Land Tax Certificate will be forwarded.</b><br><b>If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</b><br><br>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a> |
|------|---|--|

**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](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

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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<br>also<br>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<br>also<br>EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title<br>also<br>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

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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

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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](mailto:DEWwaterlicensing@sa.gov.au).



## Certificate of Title

**Title Reference:** CT 6323/308  
**Status:** CURRENT  
**Parent Title(s):** CT 5641/574  
**Dealing(s) Creating Title:** ACT 14640788  
**Title Issued:** 03/11/2025  
**Edition:** 1

## Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
30/04/2025	05/05/2025	14514647	MORTGAGE	REGISTERED	PERPETUAL CORPORATE TRUST LTD. (ACN: 000 341 533)



**Product**  
**Date/Time**  
**Customer Reference**  
**Order ID**

Check Search  
18/02/2026 11:06AM  
20260218003878

## Certificate of Title

**Title Reference:** CT 6323/308  
**Status:** CURRENT  
**Edition:** 1

## 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
17/10/2025	03/11/2025	14640789	BY-LAWS	FILED	C43676

## Registrar-General's Notes

No Registrar-General's Notes exist for this title



## Certificate of Title

**Title Reference** CT 6323/308  
**Status** CURRENT  
**Easement** NO  
**Owner Number** 71355925  
**Address for Notices** 274 PAYNEHAM RD PAYNEHAM, SA 5070  
**Area** 231m<sup>2</sup> (CALCULATED)

## Estate Type

Fee Simple

## Registered Proprietor

2KL PROJECTS PTY. LTD. (ACN: 677 690 443)  
OF 274 PAYNEHAM ROAD PAYNEHAM SA 5070

## Description of Land

LOT 1 PRIMARY COMMUNITY PLAN 43676  
IN THE AREA NAMED FIRLE  
HUNDRED OF ADELAIDE

## Last Sale Details

There are no sales details recorded for this property

## Constraints

### Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	14514647	PERPETUAL CORPORATE TRUST LTD. (ACN: 000 341 533)

### Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
1903153117	PROPOSED CURRENT	8 SCOTT STREET, FIRLE, SA 5070

## Notations

### Dealings Affecting Title

NIL

### Notations on Plan



Lodgement Date	Dealing Number	Descriptions	Status
17/10/2025 10:44	14640789	BY-LAWS	FILED

### Registrar-General's Notes

NIL

### Administrative Interests

NIL

## Valuation Record

<b>Valuation Number</b>	1903153117
<b>Type</b>	Site & Capital Value
<b>Status</b>	PROPOSED CURRENT
<b>Operative From</b>	01/07/2026
<b>Property Location</b>	8 SCOTT STREET, FIRLE, SA 5070
<b>Local Government</b>	NORWOOD PAYNEHAM & ST PETERS
<b>Owner Names</b>	2KL PROJECTS PTY. LTD.
<b>Owner Number</b>	71355925
<b>Address for Notices</b>	274 PAYNEHAM RD PAYNEHAM, SA 5070
<b>Zone / Subzone</b>	HDN - Housing Diversity Neighbourhood
<b>Water Available</b>	Yes
<b>Sewer Available</b>	Yes
<b>Land Use</b>	1119 - Unfinished Residential
<b>Description</b>	UNF HG
<b>Local Government Description</b>	Residential

## Parcels

Plan/Parcel	Title Reference(s)
C43676 LOT 1	CT 6323/308

## Building Details

<b>Valuation Number</b>	1903153117
<b>Building Style</b>	Not Available
<b>Year Built</b>	2025
<b>Building Condition</b>	Not Available
<b>Wall Construction</b>	Not Available
<b>Roof Construction</b>	Not Available
<b>Equivalent Main Area</b>	0 sqm



**Product**  
**Date/Time**  
**Customer Reference**  
**Order ID**

Title and Valuation Package  
18/02/2026 11:06AM  
20260218003878

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**Number of Main Rooms**

Not Available

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



# CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

ABN 19 040 349 865  
Emergency Services Funding Act 1998

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

PIR Reference No: 2756379

KEY CONVEYANCING SERVICES PTY LTD  
POST OFFICE BOX 28  
HOLDEN HILL SA 5088

**DATE OF ISSUE**  
19/02/2026

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

<b>OWNERSHIP NUMBER</b>	<b>OWNERSHIP NAME</b>			
71355925	2KL PROJECTS PTY. LTD.			
<b>PROPERTY DESCRIPTION</b>				
8 SCOTT ST / FIRLE SA 5070 / LT 51				
<b>ASSESSMENT NUMBER</b>	<b>TITLE REF.</b>	<b>CAPITAL VALUE</b>	<b>AREA / FACTOR</b>	<b>LAND USE / FACTOR</b>
	(A "+" indicates multiple titles)			
1903153002		\$1,325,000.00	R4 1.000	RE 0.400
<b>LEVY DETAILS:</b>		<b>FIXED CHARGE</b>	\$	50.00
		<b>+ VARIABLE CHARGE</b>	\$	448.35
<b>FINANCIAL YEAR</b>		<b>- REMISSION</b>	\$	269.75
2025-2026		<b>- CONCESSION</b>	\$	0.00
		<b>+ ARREARS / - PAYMENTS</b>	\$	-228.60
		<b>= AMOUNT PAYABLE</b>	\$	0.00

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

**EXPIRY DATE** 20/05/2026



**Government of South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



# CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

Emergency Services Funding Act 1998

**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.

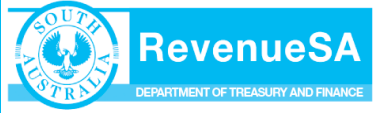
For more information:

Visit: [www.revenuesa.sa.gov.au](http://www.revenuesa.sa.gov.au)  
Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)  
Phone: (08) 8372 7534

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 <p><b>Billers Code: 456285</b> <b>Ref: 7014793314</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p><b>To pay via the internet go to:</b> <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>	 <p>Send your cheque or money order, made payable to the <b>Community Emergency Services Fund</b>, along with this <b>Payment Remittance Advice</b> to: <b>Please refer below.</b> <b>Revenue SA</b> <b>Locked Bag 555</b> <b>ADELAIDE SA 5001</b></p>
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**ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.**



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: 2756379

KEY CONVEYANCING SERVICES PTY LTD  
POST OFFICE BOX 28  
HOLDEN HILL SA 5088

**DATE OF ISSUE**

19/02/2026

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

<b>OWNERSHIP NAME</b>		<b>FINANCIAL YEAR</b>	
2KL PROJECTS PTY. LTD.		2025-2026	
<b>PROPERTY DESCRIPTION</b>			
8 SCOTT ST / FIRLE SA 5070 / LT 51			
<b>ASSESSMENT NUMBER</b>	<b>TITLE REF.</b> <small>(A "+" indicates multiple titles)</small>	<b>TAXABLE SITE VALUE</b>	<b>AREA</b>
1903153002		\$1,100,000.00	0.0741 HA
<b>DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:</b>			
<b>CURRENT TAX</b>	\$ 4,813.21	<b>SINGLE HOLDING</b>	\$ 1,335.00
<b>- DEDUCTIONS</b>	\$ 0.00		
<b>+ ARREARS</b>	\$ 0.00		
<b>- PAYMENTS</b>	\$ 4,813.21		
<b>= AMOUNT PAYABLE</b>	\$ 0.00		

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

**ON OR BEFORE** 20/05/2026



**Government of South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Land Tax Act 1936

# CERTIFICATE OF LAND TAX PAYABLE

**PAYMENT REMITTANCE ADVICE**

**No payment is required on this Certificate**

**OFFICIAL: Sensitive**

**Please Note:**

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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




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

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

For more information:

Visit: [www.revenuesa.sa.gov.au](http://www.revenuesa.sa.gov.au)  
Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)  
Phone: (08) 8372 7534

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 <p><b>Billers Code: 456293</b> <b>Ref: 7014793223</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p><b>To pay via the internet go to:</b> <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>	 <p>Send your cheque or money order, made payable to the <b>Commissioner of State Taxation</b>, along with this <b>Payment Remittance Advice to:</b> <b>Please refer below.</b> <b>Revenue SA</b> <b>Locked Bag 555</b> <b>ADELAIDE SA 5001</b></p>
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**ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.**



Account Number 19 03153 11 7 LTO Reference CT6323308 Date of issue 19/2/2026 Agent No. 7986 Receipt No. 2756379

KEY CONVEYANCING SERVICES  
PO BOX 28  
HOLDEN HILL SA 5088  
admin@keyconveyancing.com.au

Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

### Property details:

Customer: 2KL PROJECTS PTY. LTD.  
Location: 8 SCOTT ST FURLE LTI C43676  
Description: UNFHG Capital Value:  
Rating: Residential

### Periodic charges

Raised in current years to 31/3/2026

			\$
	Arrears as at: 30/6/2025	:	0.00
Water main available: 1/1/2026	Water rates	:	82.30
Sewer main available: 1/1/2026	Sewer rates	:	94.00
	Water use	:	0.00
	SA Govt concession	:	0.00
	Recycled Water Use	:	0.00
	Service Rent	:	0.00
	Recycled Service Rent	:	0.00
	Other charges	:	0.00
	Goods and Services Tax	:	0.00
	Amount paid	:	0.00
	Balance outstanding	:	176.30

Degree of concession: 00.00%  
Recovery action taken: ACCOUNTSENT

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

This account has no meter of its own but is supplied from account no 19 03153 10 9.

The Water Use apportionment option is Nil.

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

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

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







## South Australian Water Corporation

Name: **Water & Sewer Account**  
2KL PROJECTS PTY. LTD. Acct. No.: 19 03153 11 7 Amount: \_\_\_\_\_

Address:  
8 SCOTT ST FIRLE LTN C 43676

### Payment Options



#### EFT Payment

Bank account name: SA Water Collection Account  
BSB number: 065000  
Bank account number: 10622859  
Payment reference: 1903153117



Biller code: 8888  
Ref: 1903153117

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](http://bpay.com.au)



#### Paying online

Pay online at [www.sawater.com.au/paynow](http://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: 1903153117

**INAUGURAL GENERAL MEETING  
COMMUNITY CORPORATION NO 43676 INCORPORATED  
8 SCOTT STREET FIRLE SA 5070**

**Date:** 4<sup>th</sup> February 2026  
**Venue:** 463 Regency Road, Prospect.  
**Attendance:** 2KL Projects Pty Ltd ATF 2KL Investments Unit Trust – Manu Khanna  
**Others:** Mr Tyson D'Sylva – Ace Body Corporate Management (ABCM)  
**Quorum:** 100 % of units represented creating a quorum  
**Meeting Opened:** 4.00 PM

### 1. WELCOME

#### Appointment of Chairperson

Owners represented were in favour of Mr T D'Sylva of ABCM was to assist the corporation with conducting the meeting and recording the minutes.

*Motion Carried*

#### Manager's Note

ABCM advises that several sections in the minutes are recorded at each meeting for the benefit of the owners, however may not be discussed to the same extent as actually recorded. Members can find supporting information in the addendum 'Explanatory Minute Notes' which should be read in conjunction with the minutes.

### 2. CONFIRMATION OF MINUTES & BUSINESS ARISING

#### Previous Minutes

As this is the first meeting of the corporation there are no previous minutes to accept.

#### BY LAWS

It is imperative that a copy of the By-laws be given to each lot owner at the time of sale/purchase of a lot and if the lot is tenanted out then the by-laws become part of the lease agreement.

### 3. APPOINTMENTS

#### Election of Office Bearers

In accordance with *Community Titles Act 1996 Part 9 Division 1, Section 76*, the Body Corporate has agreed on the following appointments and if the development has ten lots or less two or all offices may be held by one person.

Manu Khanna elected as the Presiding Officer and Treasurer, Secretary until further lots are sold and another general meeting is convened.

It was agreed that if any of the office bearer positions become vacant during the year for reasons such as, the owner is no longer an owner or the position relinquished, the vacant office bearer position will automatically be fulfilled by the other existing office bearer/s providing the other positions are held by another owner/s. If no additional office bearers are appointed and to remain compliant with the legislation, all owners will be deemed an office bearer until the next Meeting of the corporation.

### Election of Management Committee

The members agreed that the office bearers would constitute the corporation's management.

The management committed were authorised to proceed for each occurrence of unplanned maintenance work that may occur throughout the year.

The management committee should take appropriate minutes of their meetings and send a copy promptly to ABCM to action requests. Should additional owners wish to be on the committee, ABCM is to be notified in writing.

ABCM advised that management committee does not have the power to authorise anything for which a special or unanimous resolution of the corporation is required by the legislation or the articles of the corporation in accordance with the Community Titles Act 1996 (s92[4]).

### Appointment of Management

Ace Body Corporate Management were appointed as manager for the corporation's current financial year, in accordance with the Community Titles Act Section 76(9) to assist the appointed officer bearers for the following 12 months in accordance with Schedule 1 and the General Conditions of the management agreement.

Pro rata management fees will be charged from the end of the corporation's financial year up until the next Annual General Meeting of the corporation.

All funds of the corporation are to be deposited in the Macquarie bank account in the name of the corporation, which shall be audited and operated in accordance with the legislation. The Presiding Officer was authorised to sign the agreement.

*Motion Carried*

The management agreement will be sent to the Presiding Officer to sign and return. If a signed copy has not been received by ABCM within 21 days, the agreement shall be deemed to have been accepted by the Body Corporate. ABCM advised if additional services in Clauses 2.2 and 2.3, and the Special Conditions as stated in the management agreement are provided, they will be charged to the corporation where applicable. These charges may include but not limited to, extended administration, non routine functions, government charges, registering as public officer, disbursements, audit charges and tax preparation if necessary. These charges will be debited to the corporation or the individual as applicable.

### Appointment of Public Officer

ABCM advised that under Income Tax Assessment Act 1936 person is to be nominated to act as public officer for the corporation, it was discussed that a unit holder could be nominated however if that ownership changes this could present issues and was resolved Mr Tyson D'Sylva of Ace Body Corporate Management act as public officer as defined under Income Tax Assessment Act 1936.

### Corporation Records

The current owners provided the meeting with a copy of the Bylaws, Corporation plans, units of entitlements.

## SERVICES COVERED BY ANNUAL MANAGEMENT FEE

See Management Contract of Appointment

**The Manager has the functions and duties provided for under the Act including:-**

### ACCOUNTING

- Establish and operate a bank account in the name of the Corporation or a trust account for the Corporation;
  - Keep books of account covering all income and expenditure and assets and liabilities of the Corporation;
  - Prepare annual financial statements of all income and expenditure and assets and liabilities of the Corporation (the annual accounts);
  - Issue notices for fees set and special fees levied by the Corporation;
  - Pay invoices on behalf of the Corporation (provided reasonable funds are held by the Corporation);
- Reconciliation of account.

### INSURANCE

- Arrange insurance or renewal only with or through the authorising licensees listed in Clause 1.2 in accordance with the authority(ies) to provide insurance services listed in Clause 1.2, unless the Manager or the Manager's employer holds its own Australian Financial Services Licence covering the provision of the services;
- Arrange a valuation of the cost of reinstatement and replacement of the building/s when requested by the Corporation;
- Prepare and lodge routine insurance claims with insurers/brokers (max. 15 minutes);
- Provide any other insurance services in respect of insurance products offered through the authorising licensees as listed in Clause 1.2, or as otherwise authorised by the Australian Financial Services Licence held by the Manager, or the Manager's employer.

### DOCUMENTATION

- Maintain register of owners names and addresses;
- Issue all Corporation search certificates and answer reasonable enquiries at the relevant cost of the applicant/enquirer;
- Deal with routine inwards and outward correspondence;
- Keep and supervise the use of the common seal;
- Keep the records of the Owners Corporation including minutes and ballots.

### ANNUAL GENERAL MEETING

- Convene, submit a budget and financial statement to and record minutes of the Annual General Meeting;
- Attendance at Annual General Meeting may be charged as **Additional Services** as set out in 2.2;
- Any meeting held outside the Manager's office may attract a fee for travel time as set out in 2.2;

### MAINTENANCE

- Arrange for minor (< \$1,000 or 15 minutes) repairs and maintenance of Corporations Common Property.

### GUIDANCE

- Provide guidance to the Corporation to enable the Corporation to carry out and perform its duties and functions, as set out in this clause.

### GENERAL

- Generally implement the decisions and instructions of the Corporation with respect to its duties and functions as set out in this contract.

## 4. INSURANCE

ABCM advised that the corporation is required to keep the common property improvements insured to their full replacement value as per *Community Titles Act 1996, Part 10 Division 2 - Section 103 & 104 (2) b* The insurance must be for the full cost of replacing the buildings or improvements with new materials; *Section 106 (2) - A person who is required by subsection (1) to insure a building must provide to the community corporation such evidence as is required by the regulations of his or her compliance with that requirement.*

Current cover is as follows

Insurer:	Resolute Insurance Brokers
Building and Common Property Cover	\$1,664,500.00
Public Liability:	\$20,000,000.00

The Building Cover is valid for 12 Months ending February 2027

The meeting has agreed that the corporation will insure all buildings and common property through the corporation.

### Renewal Instructions

Members of the corporation authorise ABCM to arrange, place and provide general advice regarding the insurance on behalf of the corporation.

The Corporation provide informed consent for Resolute Property Protect Pty Ltd as the insurance broker, to obtain quotations from insurers including commission in relation to the placement, renewal, and variation of the strata insurance policy.

A portion of this commission may be shared with ABCM, as an Authorised Representative of (broker) as per the terms of your management agreement.

The exact amount or percentage of commission payable will be disclosed in the Insurance Report provided with each renewal or quotation.

The Corporation further authorises the ABCM to retain records of this consent on behalf of the scheme for compliance with ASIC regulatory requirements.

The corporation authorises the committee to review insurance documentation and provide renewal instructions and the Presiding Officer to sign required documentation on behalf of the corporation.

### **Motion Carried**

### Special note to each purchaser

**Each purchaser is to obtain a copy of current common property cover and lot owner building cover from their conveyancer on settlement. Owners may need to reimburse the developer for insurance. The developer's conveyancer will prorate this amount.**

### Product Disclosure Statement & Financial Services Guide

ABCM advised that the Product Disclosure Statement and Financial Services Guide are available upon request to ABCM.

### Claims

This will be applicable to the corporation in the event of a successful claim, unless the claim pertains to an internal claim, e.g. burst pipe, broken window, etc.

### Disclaimer

Any advice given by ABCM and its managers should be taken as general advice and not personal advice. Before the addition or alteration of any cover the Financial Service Guides and or Product Discloser Statement should be read before any cover is adopted. ABCM will not be held responsible for the decision of the corporation relating to the sum insured and ABCM will be indemnified by the body corporate in the event a claim is not met in full due to the corporation being under or uninsured.

The Financial Services Reform Act (FSRA) requires all providers of financial services to be licensed. ABCM advised the meeting that they are an Authorised Representative or Distributors as per Clause 1.2 of the management agreement and is authorised to assist in obtaining, varying or renewing the corporation's insurance and to comply with the Community Titles Act 1996.

Contents / Landlords Insurance

ACBM advised that the corporation's insurance policy does not extend to owners' or tenants' contents, including but not limited to, carpets, curtains and light fittings. ABCM further advised that the public liability insurance does not cover owners' legal liability within their unit subsidiary. It is the owners' responsibility to arrange the above insurance, however ABCM can assist in this.

**5. FINANCIAL STATEMENTS**

As this is the first meeting of the corporation, no financial records were tabled.

**6. BUDGET**

The developer advised that the following items were expected as the recurrent and non-recurrent expenditure for the next financial year.

Public Officer	\$154.00
Audit fees	\$220.00
Communications Data Fixed Fee	\$279.00
Insurance	\$4500.00
Management	\$600.00
Meeting fee	\$250.00
Common Property	\$500.00
Common Elec	\$500.00
SA Water	\$500.00
Sinking fund	\$200.00

Total anticipated Administration expenditure for the next twelve months - \$7503.00  
Total anticipated Sinking expenditure for the next twelve months - \$200.00  
Total anticipated Admin and Sinking expenditure for the next twelve months \$7703.00

**SPECIAL NOTE: A Settlement Levy equal to one quarter of the budget will be payment on the settlement of each lot to start the corporation. At the first statutory general meeting of the corporation, members will set the corporation financial year, confirm the budget and set levy periods.**

Levies will be paid via unit entitlements per quarter

	Entitlements	Annual Levy	Qtrly Levy
Lot 1	4250	3,273.78	818.44
Lot 2	2875	2,214.61	553.65
Lot 3	2875	2,214.61	553.65
	<b>10000</b>	<b>7,703.00</b>	<b>1,925.75</b>

Administration Fund

In accordance with the Community Titles Act 1996, Part 11 Division 1, Section 114, the members of the corporation agreed for the proposed administration budget of \$7705.00 to be adopted for the following twelve months.

Contributions are payable quarterly and divided by unit entitlement / equally. Levies will be due on the following dates: 1 March and quarterly thereafter.

*Motion Carried*

## Sinking Fund

ABCM informed the members that a community corporation requires a sinking fund under the Community Titles Act 1996, Part 11, Division 1, Section 116 - Administrative and Sinking Funds Parts 1 and 2 which state:

*"A community corporation must establish an administrative fund and a sinking fund. Subject to subsection (3), non-recurrent expenditure must be made from the sinking fund and all other recurrent expenditure of the corporation must be made from the administrative fund".*

The meeting agreed to commence with the sinking fund of \$200.00 per annum. The sinking fund's purpose is not to be used for the day to day expense of the corporation unless instructed so by the management committee and is additional to the above budget.

*Motion Carried*

## Authority to Raise Special Levies

ABCM advised that if a shortfall of funds occurs for any reason throughout the year, a special levy will be required and authorised ABCM to raise in consultation with the management committee. ABCM further advised that no work orders will be issued or bills paid without adequate funds being available.

## **7. ALTERATIONS, ADDITIONS AND APPROVALS**

### Review of By-Laws

Owners were advised to ensure they have a copy of the bylaws and understand them. It is important occupants of the property are given a copy and property managers. Members of the corporation are aware that any unit holder in breach(s) of the bylaws may be imposed a penalty of up to \$500.00. Unit holder will receive an initial letter advising of the breach and under the committee / officer bearer instructions, another notification will contain the penalty and collected as an arrears from that unit in breach.

*Agreed by all Represented*

### Fences

It was noted that since the corporation is a community scheme, each unit owner and their neighbour are responsible for maintaining their dividing fences if any. The fence is not common property as per *The Fences Act 1975 (SA)*. Any other fence between the lot and the neighbouring land that is not part of the community scheme will also be responsibility of the owners. The corporation has no responsibility to be involved.

*Agreed by all Represented*

## **8. REPAIRS & MAINTENANCE**

### Maintenance of lots

Each Lot owner must maintain the Lot in good repair at their cost and ensure all work is undertaken by qualified tradespeople in a proper and workmanlike manner.

*Agreed by all Represented*

## **9. GENERAL BUSINESS**

### SA Water Billing

The developer advised each lot has their own SA Water meter billed to the individual. There is one common water for the common irrigation along the driveway.

### Common Electricity meter.

The developer advised there is driveway lighting connected to a common meter.

### Parking in designated areas

All members are reminded to only use designated car parks within their lot and not park within the driveway and on common property. It is the owner's responsibility to ensure their tenants are informed of the above if their unit is tenanted.

*Agreed by all represented*

### Bin Storage

Members are to ensure all bins are stored within their lot and not on common property and must be stored out of sight. Bins are to be placed no earlier than 24 hours before collection and must be removed no later than 24 hours.

*Agreed by all represented*

### Driveway Speed

Members are reminded that speed on the common driveway is restricted to 5 kph, if your unit is tenanted, please ensure they are made aware of this requirement.

*Agreed by all represented*

## **10. UNPAID CONTRIBUTIONS/ LEVY COLLECTION**

Community Titles Act 1996 Section 114(7&8) - "(7) Payment of a contribution, installment or interest is enforceable jointly and severally against the owner or owners of the lot and the subsequent owner or owners of the lot. (8) A contribution, installment or interest may be recovered as a debt."

Members of the corporation are reminded that if contact details like postal addresses and email address change, failure to notify ABCM may result in overdue levies and initiate arrears process. The corporation grants approval and authorises ABCM to adopt the following unpaid levy recovery process.

- Each owner will be issued an account 30 days before the due date.
- If account remains unpaid, reminder arrear notices will be sent at 7 days and 38 days after the due date.
- If account remains unpaid at 60 days, ABCM will initiate contact with the owner on behalf of the corporation and discuss payment arrangements.
- If no arrear payment arrangements are finalised with owner at 66 days, a Letter of Demand will be issued, and formal debt collection process may commence.

*\*Please note all debt collection costs, court & search / lodgement fees and interest are recoverable from the Lot/Unit owner.*

### **Motion CARRIED.**

*Note: At the date of the meeting the fees for levy collection are as follows and are subject to change without notice...  
Reminder Notice \$7.75; Final Arrear Notice \$55; Final payment arrangement correspondence \$75; Letter of Demand \$175*

ABCM is to be contacted if an owner is having difficulty paying on time, so fees are minimised or negotiated, interest charged may be waived if an adequate payment plan is arranged and adhered to. Owners who are on payment plans and are not financial at the time of any meeting are not entitled to vote in accordance with the Community Titles Act.

Owners wanting to make payments online can go and click the 'Make an Online Payment' tab.

### Interest Charged on Overdue Accounts

The corporation resolved that the interest rate of 10% per annum be applied to owners who fall in arrears with their payments as per *Community Titles Act 1996 Section 114 (b) "fix (in accordance with the regulations) interest payable in respect of a contribution, or an instalment of a contribution, that is in arrears."*

### Invoice Approval Process

The corporation authorises ABCM to pay received invoices for works approved at the AGM.

Approved works arranged outside the AGM, the corporation requires one office bearer to provide approval in writing to ABCM for payment.

### Maintenance policy

The corporation acknowledges and approves adopting a maintenance policy to expedite jobs. The following is the directive.

- 1) Repairs outside of resolutions at the AGM and equal to or less than \$600.00 inc GST or vital in nature, one Officer Bearer to approve.
- 2) Repairs outside of resolutions at the AGM and greater than \$600.00 inc GST to be referred to the committee to provide instructions.
- 3) Repairs under \$2000.00 ABCM will obtain 1 quote, to be referred to the committee to provide instructions.
- 4) Repairs greater than \$2000.00 ABCM will obtain 2 quotes, a 3<sup>rd</sup> quote upon instructions from the committee will only be obtained if there is a significant disparity between quotes. Quotes to be referred to the committee to provide instructions.
- 5) Repairs of emergency nature will be attended ASAP and the committee to be informed.
- 6) The corporations committee encourages owners to submit independent quotes within the agreed time frame when work is required.

### **General Information and Documents.**

First try our online portal <https://my.smata.com/>

Information available: Insurance Policy Details, Levy Notices, AGM minutes, Plans, Invoices Status of open jobs.

### **Property Emergency or Vital Corporation Matters Phone.**

Office Hours: 8342-1544

After Hours Property Emergency: Call the office number to be redirected to afterhours assistance

### Other Important Numbers:

Police for Behaviour/Noise/etc. 131 444

State Emergency Service (SES) 132 500

### **Communication from our office will include.**

- @smata.com emails regarding job status & invoice approvals
- @dropbox.com emails for electronic signing
- @acebodycorp.com.au emails directly from our staff
- Telephone calls or emails direct to committee members for instruction clarification.
- Routine enquiries, **email** our NEST TEAM on eggs@acebodycorp.com.au

Meeting closed 4.30 pm



Level 13, 431 King William Street  
Adelaide SA 5000

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	<b>HU0006163247</b>
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	06/02/2026 to 06/02/2027 at 4:00pm
<b>The Insured</b>	COMMUNITY CORPORATION NO. 43676 INC.
<b>Situation</b>	8 SCOTT STREET FIRLE SA 5070

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### Sections

#### Section 1 – Insured Property

Building: \$1,664,500  
Common Area Contents: \$16,645  
Loss of Rent & Temporary Accommodation (total payable): \$249,675  
Lot Owners' Fixtures and Improvements (per lot): \$250,000

#### Optional Extensions:

Catastrophe Insurance Sum Insured: Not Selected  
Machinery Breakdown: Not Selected  
Lot Owners' Contents inclusion (per lot): Not Selected

#### Section 2 – Liability to Others

Sum Insured: \$30,000,000

#### Section 3 – Voluntary Workers

Death: \$300,000  
Total Disablement: \$3,000 per week

#### Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

#### Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

#### Section 6 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000  
Appeal expenses – common property health & safety breaches: \$100,000  
Legal Defence Expenses: \$50,000

**Flood Cover is included.**



Date Printed

06/02/2026

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

# CHU



# Residential Strata Insurance Plan

Product Disclosure Statement and Policy





# Contents

<b>Product Disclosure Statement</b>	<b>3</b>
<b>Policy Wording</b>	<b>11</b>
General Definitions.....	11
General Conditions.....	17
General Exclusions .....	20
Claims Conditions .....	21
Section 1 – Insured Property.....	23
Standard extension to Section 1:	
- Lot Owners’ Fixtures and Improvements .....	30
Optional extensions to Section 1:	
- Catastrophe Insurance.....	31
- Machinery Breakdown.....	33
- Lot Owners’ Contents Cover .....	35
Section 2 – Liability to Others .....	36
Section 3 – Voluntary Workers.....	39
Section 4 – Fidelity Guarantee .....	41
Section 5 – Office Bearers’ Legal Liability.....	42
Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses .....	45

Date of Preparation: 25 July 2025

Date of Effective: 31 July 2025

QM562-0725



# Product Disclosure Statement (PDS)

This PDS was prepared on the 25 July 2025.

## 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.

The information in this PDS is current at the preparation date however it may change over time.

When we make a change that is materially adverse, either a Supplementary Product Disclosure Statement (SPDS) or a new PDS will be provided at renewal.

If we make a change to information in the PDS that is not materially adverse, we may not notify you of the change and may not immediately update the PDS. However, you can contact us for a copy of the change at no charge by us.

## About QBE

The Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 (QBE) 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.

## 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 impact investments that aim to make positive environmental or social change, alongside a financial return. It's just another way We help in enabling a more resilient future.

## About CHU

CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070) (CHU) is an underwriting agency that provides general advice to issue general insurance products in the Strata Industry and holds an Australian Financial Services Licence (AFS Licence No: 243261). CHUiSAVER Underwriting Agency Pty Ltd (ABN 85 613 645 239, AFSL 491113) trading as Flex Insurance (Flex) is a wholly owned subsidiary of CHU. CHU is a wholly owned subsidiary of Steadfast Group Ltd (ABN 98 073 659 677) ('SGL').

## Authority to deal with Your information

CHU may share information which You have provided to it with its related Body Corporate(s) Flex, not only for the purpose of this CHU product but also for the secondary purpose of products offered by Flex. This includes if You tell Us something in seeking insurance from Us. In purchasing the product described in this PDS, You consent to related Body Corporate disclosure for a secondary purpose.

## 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.

## The cost of this Policy

Premium is what You pay Us for this Policy and it's made up of the amount We've calculated for the risk and any taxes and government charges.

When calculating Your Premium We take a number of factors into account, including:

- where the Insured Property is located;
- the Sum Insured;
- the Insured Property's characteristics including any defects or maintenance issues;

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



- the options that You have selected, where available and We have agreed to them;
- Your previous insurance and claims history; and
- any business activities of any Lots/Units used for commercial purposes (not including office work by employees working from home).

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.

### Information relating to Premium calculation

The list of factors in 'The cost of this Policy' is not exhaustive. We may take other factors into account and add or remove factors. The importance We place on the factors We use to calculate the Premium and how the factors combine, all affect calculation of the Premium. Some factors will not affect all components of the Premium and not all components of the Premium may be subject to discounts in the same way or at all.

How the factors combine to calculate Premium may also be impacted according to Your circumstances and other underwriting considerations. The Premium determined by a combination of the factors may be adjusted up or down to reflect Your circumstances and underwriting considerations including the risk being insured and the value of any claims. An adjustment like this may increase or decrease the Premium from the combination of factors and may limit discounts.

Minimum Premium and Your previous year's Premium are commercial factors that may limit Premium increases and decreases from the combination of the factors and any discounts. A minimum Premium is the least amount of Premium We will accept for the insurance and factors and any discounts will not reduce the Premium below minimum Premium. Your previous year's Premium is taken into account on renewal and may limit Premium increases and decreases from the combination of the factors and limit discounts.

The Premium We calculate according to the factors, Your circumstances and other commercial factors, including taxes and government charges, will be shown on Your Schedule.

### 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

Section 5 – Office Bearers' Legal Liability and Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses of this Policy provide cover on a claims made and notified basis. This means that these Sections only cover claims first made against You during the period this Policy is in force and notified to the Insurer as soon as reasonably 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

#### QBE's Privacy Policy

We take the security of Your personal information seriously.

We will collect personal information when You deal with Us, or sometimes through Our agents, other companies in the QBE group or suppliers acting on Our behalf.

We will only ever collect the personal information We need in order to provide Our services to You, such as issuing and administering our products and services and processing claims. We will obtain consent before collecting sensitive information, such as health information, unless We are required or permitted by law to collect it without consent. Sometimes We may store and disclose Your personal information overseas. When We do this, We ensure Your information is retained in accordance with the Australian Privacy Act 1988 and local privacy laws.

Our Privacy Policy describes in more detail from whom We collect personal information, as well as where We store it and the ways We could use it. You can find it at [qbe.com/au/about/governance/privacy-policy](http://qbe.com/au/about/governance/privacy-policy)

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



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

If You would like to access or correct Your personal information, please contact Us at [customercare@qbe.com](mailto:customercare@qbe.com) or on 1300 650 503.

### CHU's Privacy Policy

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

Phone: +61 2 9307 6656

Email: [privacyofficer@steadfastagencies.com.au](mailto: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 Sections 1 to 6) which in addition to the standard cover provided to You under the relevant Sections may, depending on Your circumstances and selections, also consist of standard benefits, additional benefits, special benefits or optional extensions applicable to Your cover;
  - what Excesses You may have to pay;
  - when You are not insured (see General Exclusions and other exclusions under Sections 1 to 6);
  - 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 Section is provided only if specified as applicable in the Schedule.

#### Section 1 – Insured Property

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

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

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

#### Section 1 – Insured Property – standard extension – Lot Owners' Fixtures and Improvements

We insure the cost of replacing Lot Owners' Fixtures and Improvements in their Lot/Unit provided that the Sum Insured under Section 1 has been expended. Replacement of such installations must be following Damage by any Event that is not otherwise excluded under Section 1.

#### Section 2 – Liability to Others

We will indemnify You up to the Limit of Liability shown in the Schedule for Section 2 if You become legally responsible to pay compensation for Personal Injury or

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



Property Damage resulting from an Occurrence in connection with the ownership of Your Common Area and Your Insured Property that happens during the Period of Insurance.

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

### Section 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 Section 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.

### Section 4 – Fidelity Guarantee

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

### Section 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 Section 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.

### Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses

We insure You on a Claims made basis for Parts A, B and C of Section 6 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.

### Important information You should understand

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

### Exclusions

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

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

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

### Conditions

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

1. Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment if Your claim is accepted.
2. When Your Insured Property is a total loss and We have paid out the total Sum Insured, this insurance ceases. If You rebuild or replace Your Insured Property, this requires a new insurance contract commencing at that time with an applicable Premium.
3. When You first purchase and when You renew Your insurance if You do not pay the amount by the due date, Your Policy may be cancelled and We will write to let You know when this will happen.
4. When renewing Your insurance with Us, You have a duty 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.

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



### 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.

#### Instalment payments

Customers who acquire a Policy directly through CHU have an option to pay for the Policy by way of instalments.

If You pay Your Premium by instalment, Your Schedule will show the date and frequency of Your instalments. If Your direct debit details change You must tell Us no later than seven days before Your next instalment is due to allow Us to process the change in time.

#### What happens if You miss an instalment

If You miss an instalment, We'll contact You to ask You to pay it or arrange to collect it from You. If You don't pay the missed instalment Your Policy may be cancelled and We'll write to You to let You know when this will happen.

If You don't pay the missed instalment and a claim arises, then We will deduct the missed instalment from Your claim.

#### At renewal

If You pay by instalments, and You renew Your Policy, We will continue to deduct instalments for Your renewed Policy at the new Premium level according to the same instalment pattern, unless You tell Us to stop Your direct debit.

If You don't want to renew, You must tell Us at least seven days before Your Policy's end date so that We can arrange for the direct debit to stop in time.

#### 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're paying in instalments, any remaining instalments will be adjusted to reflect the 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.

#### If Your payment details change

If the direct debit details You use to pay Us change, such as You changing credit cards or bank accounts, You must tell Us at least seven days before Your next payment date to allow Us to process the change in time.

#### Other costs, fees and charges

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

##### Underwriting Agency Fee

An Underwriting Agency fee is payable by You for each Policy issued or renewed to cover CHU's administration cost of preparing and distributing the Policy. Any Underwriting Agency 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 Underwriting Agency fee please refer to the CHU Financial Services Guide or contact CHU directly.

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



### 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 writing or by email or 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 Insured Property and take possession of any Damaged item(s) if reasonable and required;

- take all reasonable steps to reduce the damage or loss and prevent further loss or Damage;
- inform the police as soon as reasonably practicable following theft, vandalism, malicious damage or misappropriation of money or property;
- where 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.

You can also cancel Your Policy outside the cooling off period, see 'Cancellation'.

### 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 [insurancecouncil.com.au](http://insurancecouncil.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](http://insurancecode.org.au)

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



### Misuse of Our Products and Family Violence

We do not condone the misuse of Our products for the purpose of financial abuse or disadvantage, including through family and domestic violence. We are here to provide support to Our customers who may be impacted. Further details about Our Family and Domestic Violence Customer Support Policy are available at [qbe.com/au](http://qbe.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](mailto: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 are unable to resolve Your complaint to Your satisfaction within a reasonable time, or if You are 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](mailto: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](http://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/](http://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](http://www.chu.com.au) or obtain a copy by contacting CHU's Privacy Officer at:

Phone: 1300 289 248

Email: [compliance@chu.com.au](mailto:compliance@chu.com.au)

Post: PO Box 500, North Sydney NSW 2059

If You're not satisfied with Our response, You can contact the Office of the Australian Information Commissioner (OAIC):

Phone: 1300 363 992

Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

Post: GPO Box 5288, Sydney NSW 2001

#### 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](mailto:info@chu.com.au)

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



### 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

Online: [www.apra.gov.au/financial-claims-scheme-general-insurers](http://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 Insured Property. These amounts are specified in the specific Policies of the Policy Wording or in the Schedule.

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

### Payment of Excesses

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

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

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

### GST Implications

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

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

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



## Policy Wording

### Our Agreement

The agreement between You and Us consists of:

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

The cover under this Policy is provided during the Period of Insurance, once You have 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 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 are 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.

#### Body Corporate

means the owner(s) of Your Insured Property and Common Area incorporated under the Strata Legislation where Your Insured Property and Common Area is situated.

#### Body Corporate Manager/Agent

means a person or other entity appointed in writing by Your Body Corporate with delegated functions including the authority to act as an Office Bearer in terms of the Strata Legislation applying where Your Insured Property is situated.

#### Common Area

means the area at Your Situation that is not part of any Lot/Unit. Where the Strata Legislation refers to Common Property, Common Property has the same meaning as Common Area.

#### Damage, Damaged

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

#### Earth Movement

means 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.

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



### Electronic Data

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

### Endorsement

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

### Erosion

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

### Event, Events

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

### Excess

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

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

### Floating Floors

means laminated, veneered or similar type flooring not fastened to the sub-floor but held in position by its own weight with or without skirting at perimeter walls.

### Flood

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

- a. a lake (whether or not it has been altered or modified);
- b. a river (whether or not it has been altered or modified);
- c. a creek (whether or not it has been altered or modified);
- d. another natural watercourse (whether or not it has been altered or modified);

e. a reservoir;

f. a canal;

g. a dam.

### Fusion

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

### Indemnity Value

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

### Insured Property

#### a. Building:

means building or buildings as defined in the Strata Legislation applying where Your Building is situated, including:

- i. outbuildings;
- ii. fixtures and structural improvements (including Floating Floors), gates and fences;
- iii. in-ground swimming pools and spas;
- iv. marinas, wharves, jetties, docks, pontoons, swimming platforms, or similar type facilities (whether fixed or floating) which are used for non-commercial purposes and which do not provide fuel distribution facilities, unless We are advised and otherwise agree in writing;
- v. satellite dishes, radio, television and other antennas including their associated wiring, masts, footings, foundations, moorings and towers;
- vi. underground and overhead services;
- vii. Stratum Lot or Volumetric Lot;

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

#### b. Common Area Contents:

- i. furniture, furnishings, household goods, light fittings, internal blinds, curtains, fire extinguishers and the like;

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



- ii. built-in or freestanding appliances such as dishwashers, washing machines and dryers, other electrical items;
- iii. carpets (whether fixed or unfixed), floor rugs;
- iv. swimming pools or spas that are not in-ground;
- v. swimming pool or spa covers and accessories;
- vi. wheelchairs, 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.

Building and Common Area Contents do 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;
- Lot Owners' Contents and any other personal property of theirs;
- money, other than as covered under Special Benefit 15 – Money of Section 1 – Insured Property;
- plants, hedges, trees, shrubs, gravel, shale, stones, clay or soil on paths or driveways or tennis courts, soil or bark or mulch in gardens other than as covered under Special Benefit 13 – Landscaping of Section 1 – Insured Property; and
- temporary wall, floor and ceiling coverings within a Lot/Unit, and mobile or fixed air-conditioning units servicing an individual Lot/ Unit (if Your Situation is in Queensland).

Where anything in this definition of 'Insured Property' is contrary to the Strata Legislation applying where Your Building is situated the requirements of that Act will apply.

### Land Value

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

### Limit of Liability

means the applicable Limit of Liability specified in the Schedule or as determined by the Policy where such limits are described for Section 2 – Liability to Others and Section 5 – Office Bearers' Legal Liability.

### Lot/Unit

means an area shown on a plan as a lot or unit in the Strata Legislation applying where Your Insured Property is situated.

### Lot Owner

means a person, persons or other entity registered as a proprietor or owner of an estate in fee simple in a Lot/ Unit in Your Building in terms of the Strata Legislation applying where Your Insured Property is situated.

### Lot Owners' Contents

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

- a. built-in or freestanding appliances such as dishwashers, washing machines and dryers;
- b. computers, electronic and electrical equipment, domestic garden equipment;
- c. Lot Owners' business and personal effects, furniture, furnishings, carpets, and floor rugs.

### Members

means and is limited to the interest of Proprietors, Members, Lot Owners or Shareholders in respect of the ownership of Your Insured Property as defined in the Strata Legislation applying where Your Insured Property is situated. Unless otherwise specifically provided by this Policy, the Proprietors', Lot Owners' or Shareholders' interest or liability as an owner and/or occupier of a Lot/ Unit is not included.

### Period of Insurance

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

### Policy

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

### Premium

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

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



### Rainwater

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

### Rent

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

### Replacement

means:

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

### Schedule

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

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

### Senior Counsel

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

### Situation

means the land at the address(es) shown in the Schedule where Your Insured Property is situated.

### Storm

means 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.

### Strata Legislation

means the respective State Legislation applying where Your Building is situated and includes (but is not limited to) the following Acts or similar legislation:

- a. *Strata Schemes Management Act 2015* (NSW)
- b. *Strata Scheme Development Act 2015* (NSW)
- c. *Owners Corporation Act 2006* (VIC)
- d. *Unit Titles (Management) Act 2011* (ACT)
- e. *Strata Titles Act 1998* (TAS)
- f. *Body Corporate and Community Management Act 1997* (QLD)
- g. *Strata Titles Act 1985* (WA)
- h. *Strata Titles Act 1988* (SA)
- i. *Unit Titles Scheme Act 2009* (NT)

### Stratum Lot or Volumetric Lot

means an area or lot forming part of the Building required to form part of this insurance Policy excluding a Lot/Unit.

Stratum Lot or Volumetric Lot only extends to Section 1 and Section 1 – Insured Property optional extension (Catastrophe Insurance).

### Sum Insured

means the amount shown in the Schedule as the Sum Insured corresponding to the cover selected for:

- Section 1 – Insured Property,
- Section 1 – Insured Property standard extension (Lot Owners' Fixtures and Improvements);
- Section 1 – Insured Property optional extension (Catastrophe Insurance);
- Section 1 – Insured Property optional extension (Machinery Breakdown);
- Section 3 – Voluntary Workers;
- Section 4 – Fidelity Guarantee;

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



- Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses.

### Temporary Accommodation

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

### Tenant

means any person 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.

### Vandalism or malicious act

An act done with the intention of causing Damage or harm, or with reckless disregard for the damaging or harmful consequences.

### Vehicle, Vehicles

means:

- 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
- which is or should be registered and/or insured under legislation in the State or Territory of Australia in which it is being used.

### Voluntary Worker

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

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

### Watercraft

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

### Wear and Tear

means 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:

- in respect of Section 1 – Insured Property, Section 1 – Insured Property optional extension (Catastrophe Insurance), and Section 1 – Insured Property standard extension (Lot Owners' Fixtures and Improvements):  
the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule including:
  - the interest therein of Members;
  - Lot Owners in respect of Special Benefits 1, 2, 11, 13, 18, 22 and 23 of Section 1 – Insured Property;
  - Lot Owners in respect of Special Benefits 1, 2 and 4 of Section 1 – Insured Property optional extension (Catastrophe Insurance).
- in respect of Section 2 – Liability to Others:  
the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule including:
  - the interest therein of Members;
  - the organisers of recreational activities in respect of item 5 of Section 2;
  - a Voluntary Worker whilst engaged solely in work or duties on behalf of the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule, but excludes Office Bearers whilst acting in that capacity.
- in respect of Section 1 – Insured Property optional extension (Machinery Breakdown, Section 4 – Fidelity Guarantee and Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses):  
the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule.
- in respect of Section 5 – Office Bearers' Legal Liability:

**Residential Strata Insurance Plan**  
Product Disclosure Statement and Policy



the past, present or future Office Bearers or committee members of the Body Corporate, Corporation, Owners Corporation, Plan or Directors of the Company, including those persons':

- i. estate, heirs, legal representative or assigns;
- ii. legal representative or assigns if he/she is incompetent, insolvent or bankrupt;

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

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



### General Conditions

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

If any of the General Conditions or specific conditions applicable to each Section 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 Section or claiming under it must also comply with these conditions.

#### 1. Acts or omissions of Your Body Corporate Manager/ Agent

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

#### 2. 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 that exceed \$500,000; or
- You have cranes, hoists or similar attached to the Insured Property 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 Section 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:

- if You are paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional Premium;
- or

- 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:

- You are carrying out construction works, alterations or additions that exceed \$500,000 that are unacceptable under Our underwriting rules and processes; or
- You have cranes, hoists or similar attached to the Insured Property 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 Underwriting Agency 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

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



fourteenth business day after the day on which notice was given to You.

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

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

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

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

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

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

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

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

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

#### 5. Joint insureds

When 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 \$1,000, or the Excess amount shown in the 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 Section 5 – Office Bearers' Legal Liability;
- d. to Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses;
- e. to Special Benefits 6 and 23 of Section 1 – Insured Property.

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



### 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 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.

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



### General Exclusions

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

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

#### 1. Act of Terrorism

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

#### 2. Asbestos

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

#### 3. Electronic Data

Losses or damage to Electronic Data, except as provided for by Special Benefit 20 – Damaged office records, under Section 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.

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



### 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 Insured Property and take possession of any damaged item if reasonable and required and to deal with it in a reasonable way;

- f. provide Us as soon as reasonably practicable with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the Event.

#### 4. Claim preparation costs and fees

We will pay up to \$30,000 for the reasonable 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 Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses.

#### 5. Our approval needed for repairs

Except for essential temporary repairs permitted under Additional Benefit 2 – Emergency and temporary protection costs of Section 1 – Insured Property, You are not authorised to commence repairs without Our approval which We will not unreasonably withhold.

#### 6. Repairs or Replacement

We have the right to nominate the repairer or supplier to be used, and where reasonable 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 Insured Property that We have agreed to pay, where reasonable depending on the claims circumstance You may need to enter into that agreement with the third party as Our agent.

#### 7. You must assist Us

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.

**Residential Strata Insurance Plan**  
Product Disclosure Statement and Policy



**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).

**11. Preventing Our right of recovery**

If You have 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 have been prejudiced by this act, We won't cover You for that loss, damage or liability.



## Section 1 – Insured Property

### What We insure

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

### Additional Benefits

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

#### 1. Architects' and professional fees, removal of debris

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

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

#### 2. Emergency and temporary protection costs

Reasonable cost of temporary protection and safety or emergency repairs in pursuance of Your duty to minimise insured loss and avoid further losses.

We will not pay more than \$7,500 for this Additional Benefit unless You first obtain Our written consent prior to You incurring costs in excess of this amount, which will not be unreasonably withheld.

#### 3. Government fees, contributions or imposts

Fees, contributions or imposts required to be paid to any public or statutory authority to obtain their authority to

rebuild, repair or replace Your Insured Property, but We will not pay for any fine or penalty imposed by any such authority.

#### 4. Legal fees

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

#### 5. Emergency services

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

#### 6. Lot/Unit internal wall coverings or paint

Where the Strata Legislation excludes paint and wallpaper within Lot Owners' Lots/Units from the definition of Building, and the Sum Insured under Section 1 is not otherwise expended in respect of any one Event We will pay for the cost of repainting or re-wallpapering the internal walls or ceilings of a Lot/Unit at Your Situation if they are Damaged by an Event claimable under Section 1. Our liability under this Additional Benefit is limited to the room, hallway or passageway where the Damage occurs.

### Special Benefits

The following Special Benefits are included in addition to the Sum Insured for Section 1:

#### 1. Temporary Accommodation / Rent / contributions / storage

##### a. Temporary Accommodation

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

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

We will pay:

- under Clause 1.a.i. from the time of the Event until the time Your Lot/Unit can be re-occupied following completion of rebuilding, repairs or Replacement; and

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



- under Clause 1.a.ii. from the time of the Event until the time when access to Your Lot/Unit is re-established.

We will not pay under Clause 1.a. Temporary Accommodation:

- if maintenance to the Lot owner's property (that is separate to the Event leading to a claim) is the reason the Lot/Unit cannot be lived in or during the course of any maintenance works;
- If you had no intention of repairing or rebuilding Your Insured Property;
- if the Lot/Unit was not the Lot Owner's principal place of residence at the time of the loss or Damage;
- if the Lot/Unit owner had no intention of living in the Lot/Unit during the repair or rebuild period (had Damage not occurred within the Lot/Unit);
- beyond the period it should reasonably take to repair or reinstate the Lot/Unit to allow the Lot Owner to live in the Lot/Unit again;
- any other costs associated with any business activity being operated within the Lot/Unit.

### b. Rent

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Lot/Unit or Common Area, We will pay the actual Rent You lose or would have lost if Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose due to:

- i. Damage to Your Insured Property that is admitted as a claim under Section 1; or
- ii. reasonable access to or occupancy of Your Lot/Unit or Common Area being prevented by Damage from an Event claimable under Section 1 happening to other property in the immediate vicinity;
- iii. disruption to Your Tenants' occupancy of Your Lot/Unit or Common Area that is made partially unfit to be occupied for its intended purpose.

We will pay:

- under Clause 1.b.i. from the time of the Event until the time Your Lot/Unit or Common Area is re-let following completion of rebuilding, repairs or Replacement provided You demonstrate You have taken all reasonable actions to obtain a new Tenant; and
- under Clause 1.b.ii. from the time of the Event until the time when access to Your Lot/Unit or Common Area is re-established;

- under Clause 1.b.iii, the cost You necessarily incur to abate the Rent of Your Tenant during this disruption from the time of the Event until the time when this disruption has ceased but in all not exceeding a maximum of three months.

### c. Escape of airborne pathogens, 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;
- 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 Lot/Unit or Common Area is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from Damage by an Event claimable under Section 1 happening to property belonging to or under the control of any such supply authority, provided the failure of services extends for more than 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 Lot/Unit or Common Area, We will pay reasonable reletting costs up to \$1,500 a Lot/Unit or Common Area if it is made unfit to be occupied for its intended purpose due to:

- i. Damage to Your Insured Property that is admitted as a claim under Section 1; and
- ii. Your Tenant at the time of the Event subsequently advises they will not be reoccupying the Lot/Unit or Common Area they previously leased.



**f. Meeting room hire**

We will pay up to \$5,000 for the cost of hiring temporary meeting room facilities for the purpose of holding Your annual general meeting or committee meetings if You are unable to occupy the meeting room facilities forming part of Your Insured Property due to Damage to Your Insured Property that is admitted as a claim under Section 1.

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

**g. Lot Owners' contributions and fees**

We will pay, up to \$2,000 per Lot/Unit, for contributions, levies, maintenance and other fees You are required to pay during the period Your Lot/Unit is made unfit to be occupied for its intended purpose due to Damage to Your Insured Property that is admitted as a claim under Section 1.

**h. Lot Owners' removal and storage costs**

We will pay the reasonable costs You necessarily incur in:

- i. removing undamaged Lot Owners' Contents to the nearest place of safekeeping;
- ii. storing undamaged Lot Owners' Contents at that place or an equivalent alternate place;
- iii. returning undamaged Lot Owners' Contents to Your Situation when occupancy of their Lot/Unit is permitted;
- iv. insuring undamaged Lot Owners' Contents during such removal, storage and return; following Damage to Your Insured Property that is admitted as a claim under Section 1 that renders the Lot/Unit unfit to be occupied for its intended purpose.

**i. Lot Owners' travel costs**

When You have leased out Your Lot/Unit We will, if Your Lot/Unit is made unfit to be occupied for its intended purpose due to Damage to Your Insured Property that is admitted as a claim under Section 1, We will pay up to \$250 per Lot/Unit for reasonable travel costs You incur in visiting Your Lot/Unit for the purpose of consulting with claim adjusters and/or building repairers.

We will not pay unless You first obtain Our consent to incur such travel costs, which will not be unreasonably withheld.

**The combined total amount We will pay under Special Benefit 1 – Temporary Accommodation / Rent / contributions / storage – a. to i. arising out**

**of any one Event that is admitted as a claim under Section 1 is limited to the percentage of the Building Sum Insured for Section 1 as shown in the Schedule or such other percentage as We may agree in writing.**

**2. Emergency accommodation**

When You occupy Your Lot/Unit for residential purposes, We will pay up to \$2,500 a Lot/Unit for the reasonable cost of emergency accommodation You necessarily incur if Your Lot/Unit is made unfit to be occupied for its intended purpose due to:

- a. Damage to Your Insured Property that is admitted as a claim under Section 1; or
- b. reasonable access to or occupancy of Your Lot/Unit being prevented by Damage from an Event claimable under Section 1 happening to other property in the immediate vicinity.

**3. Alterations/additions**

When You make alterations, additions or renovations to Your Insured Property during the Period of Insurance, We will during the construction period pay up to \$250,000 for Damage to such alterations, additions or renovations by an Event claimable under Section 1 – Insured Property provided:

- i. the value of such work does not exceed that amount; or
- ii. You notify Us and We otherwise agree in writing before the commencement of such work;

but We will not pay if, under the terms and conditions of the contract You have signed with the builder, contractor or similar entity, such party is required to effect cover under a Contract Works or similar insurance policy that insures material damage.

**4. Arson reward**

We will pay a total reward of up to \$10,000 for information (irrespective of the number of people supplying information) which leads to a conviction for arson, theft, vandalism or malicious damage, provided such Damage to Your Insured Property is claimable under Section 1. We will pay the reward to the person or persons providing such relevant information or in such other manner as We may reasonably decide.

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

We will pay up to \$5,000 for the cost of increased usage, accidental discharge or additional management charges of metered electricity, gas, sewerage, oil and water You are required to pay following Damage to Your Insured Property that is admitted as a claim under Section 1.

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



### 6. Electricity, gas, water and similar charges - unauthorised use

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

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

### 7. Fusion of motors

We will pay up to \$5,000 for the cost of repairing or replacing an electric motor forming part of Your Insured Property Damaged by Fusion.

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

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

We will not pay for:

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

### How We will settle Your Fusion claim

If Your claim is accepted, We will settle Your claim reasonably in one of the following ways:

- a. repairing the Insured Property;
- b. replacing the Insured Property; or
- c. paying for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Fusion.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative

suitable components equal to but not better or more extensive than the original component being substituted.

### 8. Environmental improvements

If Damage to Your Insured Property is admitted as a claim under Section 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 Insured Property been totally destroyed We will, in addition to the cost of environmental improvements claimable under Section 1, also pay up to \$20,000 for the cost of additional environmental improvements not previously installed, such as rainwater tanks, solar energy and grey water recycling systems.

### 9. Exploratory costs, Replacement of defective parts

We will pay for the reasonable exploratory costs You necessarily incur in locating the source of bursting, leaking, discharging or overflowing of tanks, apparatus or pipes used to hold or carry liquid of any kind.

We will also pay for reasonable costs incurred in:

- a. repairing the area of Your Insured Property Damaged by such exploratory work;
- b. repairing or replacing the defective part or parts of such tanks, apparatus or pipes, to a limit of \$1,000;
- c. rectifying contamination Damage or pollution Damage to land at Your Situation caused by the escape of liquid, to a limit of \$1,000.

We will not pay for any of these costs if the bursting, leaking, discharging or overflowing is caused by a building defect, building movement, faulty workmanship, rust, oxidation, corrosion, Wear and Tear, gradual corrosion, gradual deterioration, Earth Movement or by trees, plants or their roots.

### 10. Fire extinguishing

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

- a. extinguishing a fire at Your Situation, or in the vicinity of Your Situation and threatening to involve Your Insured Property or for the purpose of preventing or diminishing Damage including the costs to gain access to any property;
- b. replenishing firefighting 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.

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



### 11. Funeral expenses

When a Lot/Unit is occupied by the Lot Owner, We will pay up to \$5,000 a Lot/Unit for funeral expenses if the Lot Owner, or a family member who permanently resides with the Lot Owner, dies as the direct consequence of Damage to Your Insured Property that is admitted as a claim under Section 1.

### 12. Keys, lock Replacement

We will pay up to \$25,000 for the reasonable costs You necessarily incur in:

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

if the keys to Your Insured Property are stolen as a consequence of forcible entry into or out of:

- i. any building forming part of such property;
- ii. the premises of a keyholder; or
- iii. during the hold-up of a person who normally has the keys in their possession.

We will not pay if there are reasonable grounds to believe the keys or codes have been stolen or duplicated by any occupant or previous occupant of Your Insured Property, or by their family or friends.

### 13. Landscaping

We will pay the lesser of 1% of the Building Sum Insured under Section 1 or \$100,000, for the reasonable costs You or a Lot Owner necessarily incur in replacing or repairing Damaged trees, shrubs, plants, lawns or rockwork at Your Situation lost or Damaged by an Event claimable under Section 1.

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

We will not pay for removal or disposal of trees or branches that have fallen and not Damaged Your Insured Property.

### 14. Modifications

When a Lot/Unit is occupied by the Lot Owner We will pay up to \$50,000 a Lot/Unit for modifications to that Lot/Unit if the Lot Owner is physically injured and becomes a paraplegic or quadriplegic as the direct consequence of Damage to Your Insured Property that is admitted as a claim under Section 1.

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.

### 15. Money

We will pay up to \$25,000 for loss of Your money while in the personal custody of an Office Bearer or committee member of Yours, or of Your Body Corporate Manager/ Agent while acting on Your behalf.

We will not pay for fraudulent misappropriation, larceny or theft or any attempt thereof by:

- a. any person in Your employment;
- b. a Lot Owner, including any family member permanently residing with them; or
- c. a proxy of a Lot Owner.

### 16. Mortgage discharge

We will pay up to \$10,000 to discharge any mortgage over Your Insured Property if it becomes a total loss, is not replaced and We have paid the Sum Insured payable under Section 1.

### 17. Personal property of others

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

### 18. Pets, security dogs

When a Lot/Unit is occupied solely for residential purposes, We will pay up to \$1,000 a Lot/Unit for the reasonable costs You necessarily incur for boarding pets or security dogs if the Lot/Unit is rendered unfit for its intended purpose by Damage to Your Insured Property that is admitted as a claim under Section 1 and Temporary Accommodation does not allow pets or security dogs.

### 19. Purchaser's interest

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

### 20. Damaged office records

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

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



### 21. Removal, storage costs

We will pay up to \$25,000 for the reasonable costs You necessarily incur in:

- a. removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;
- b. storing such undamaged portion at that place or an equivalent alternate place;
- c. returning such undamaged portion to the Situation when restoration work is completed;
- d. insuring Your undamaged Insured Property during such removal, storage and return;

following Damage to Your Insured Property that is admitted as a claim under Section 1.

### 22. Removal of squatters

We will pay up to \$1,000 any one Period of Insurance for legal fees You necessarily incur to repossess Your Insured Property or a Lot/Unit if squatters are living in it.

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

### 23. Title deeds

We will pay up to \$5,000 for the reasonable costs You necessarily incur in replacing Title Deeds to a Lot/Unit or Your Insured Property if Damaged by an Event claimable under Section 1, while anywhere in Australia.

### 24. Water removal from basement

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

We will not pay if the inundation is caused by any other Event that is not claimable under Section 1.

## Exclusions

1. We will not pay for damage caused by or arising directly or indirectly from:
  - a. Storm or Rainwater to retaining walls, or caused by Flood if shown in the Schedule as not selected;
  - b. lack of maintenance, rust, oxidation, corrosion, mould, 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 Insured Property in a reasonably good state of repair. This includes when the damage to the Insured Property is caused by light, air, sand, the climate (which includes wind or rain) or the passage of time;

- c. overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current. However, We will pay if the Damage is due to:
  - i. Fusion of electric motors as covered under Special Benefit 7;
  - ii. lightning;
  - iii. power surge when such Event is confirmed by the supply authority; or
  - iv. resulting fire Damage;
- d. any Action of The Sea;
- e. 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;
- f. underground (hydrostatic) water. However, We will pay if the Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains;
- g. 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;
- h. inherent defect or latent defect that you were aware of, or a reasonable person in the circumstances would have been aware of;
- i. 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 Section 1 – Insured Property such as fire or glass breakage;
- j. the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds;
- k. water in swimming pools, spas or water tanks;
- 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);

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



- n. any process involving the application of heat being applied directly to any part of Your Insured Property. However, We will pay if any other part of Your Insured Property is Damaged or destroyed by fire.
2. We will not pay for damage to:

- a. glass caused by artificial heat, during installation or removal, which has a crack or imperfection, or is required to be insured by any other party in terms of an occupancy agreement;
- b. carpets and other floor coverings resulting from staining, fading or fraying. However, We will pay if the Damage directly results from any other Event claimable under Section 1 – Insured Property;
- c. boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting from the explosion thereof;
- d. Your Insured Property if it is vacant and undergoing demolition, unless Our written consent to continue cover has been obtained before the commencement of demolition, which will not be unreasonably withheld;
- e. Your Insured Property directly resulting from construction, erection, alteration or addition where the value of such work exceeds \$500,000 unless Our written consent to continue cover has been obtained, which will not be unreasonably withheld, before the commencement of such work. However, We will pay for Damage which results from any other Event claimable under Section 1.

3. We will not pay for:

- a. demolition ordered by any public or statutory authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement or due to the incorrect siting of Your Insured Property;
- b. Damage caused by non-rectification of an Insured Property defect, error or omission that You were aware of, or should reasonably have been aware of;
- c. the cost of rectifying faulty or defective materials or faulty or defective workmanship, design or specification;
- d. consequential loss, including but not limited to any:
  - i. loss of use;
  - ii. loss of contract;
  - iii. loss of profit/revenue;
  - iv. loss of opportunity;

- v. loss of goodwill and/or reputational damage; or
  - vi. special damages;
- other than specifically provided under an operative Additional Benefit or Special Benefit;
- e. Wear and Tear.

### Claims – how We will settle Your claim

#### 1. Rebuilding, Replacement or repair

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

Additionally, if We accept a claim for Lot Owners' Contents cover, 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 Section 1 will be the cost of Replacement at the time of Replacement subject to the following provisions:

- a. the necessary work of rebuilding, replacing or repairing (which may be carried out upon another site or in any manner suitable to Your requirements provided Our liability is not increased), must be commenced and carried out without unreasonable delay;
- b. where Your Insured Property or, in respect to an accepted claim for Lot Owners' Contents cover, should the Lot Owners' Fixtures and Fittings in the Lot/Unit contain 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 any 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:

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



- i. reduce the amount payable after due consideration of age and condition of the property at the time of loss. We will ensure any reduction of the amount payable is fair and reasonable;
- ii. not pay in excess of Indemnity Value of Your Insured Property; and
- iii. seek release from further liability under this Section.

We will not pay under Section 1 as part of the cost of Replacement for the cost to:

- i. rebuild or replace Your undamaged Insured Property, or, if applicable, Lot Owners' Fixtures and Fittings in the Lot/Unit;
- ii. rebuild, replace or repair illegal installations.

### 2. Undamaged part of Insured Property, foundations and footings

If Your Insured Property is Damaged and any public or statutory authority requires Replacement to be carried out on another site We will pay for the value of any undamaged part of Your Insured Property, including foundations and footings, as though they had been destroyed.

If the sale value of the original Situation with such undamaged part is greater than without them We will deduct the amount of such difference from any settlement otherwise payable by Us.

### 3. Floor space ratio

If Your Insured Property is Damaged and Replacement is limited or restricted by any public or statutory authority requirement which results in the reduction of the floor space ratio index, We will pay:

- a. the difference between:
  - i. the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; and
  - ii. the estimated cost of Replacement at the time of Damage had the reduced floor space ratio index not applied;

alternatively, We will pay:

- b.
  - i. the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; plus
  - ii. the cost of purchasing an existing building or part thereof equivalent in size to the area by which the floor space ratio index has been reduced; or

- iii. the cost of purchasing a block of land and the cost of Replacement thereon of Insured Property equivalent in size to the area by which the floor space ratio index has been reduced; provided that Our liability does not exceed the estimated cost of Replacement at the time of Damage had the reduced floor space ratio index not applied.

### 4. Land Value

We will pay the difference between Land Value before and after Damage if any public or statutory authority refuses to allow Your Insured Property to be replaced or only allows partial Replacement, less any sum paid by way of compensation by any such authority.

### 5. Electronic Data

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

### Special Provisions

1. Under Clauses 2., 3. and 4. above, Our liability is limited to the extent to which the Sum Insured for Section 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

#### Special Provisions

In relation to Damage resulting from Vandalism or malicious act, an excess will be applied to each Event that caused the Damage.

#### Earthquake Excess

For earthquake or seismological disturbance, where loss or Damage occurs during any one period of 72 consecutive hours, the Excess is \$1,000, or the Excess amount shown in the Section Schedule, whichever is greater.

### Standard extension to Section 1

#### Lot Owners' Fixtures and Improvements

If the Sum Insured under Section 1 – Insured Property has been expended, We insure You up to the Sum Insured shown in the Schedule for Damage to Lot Owners' Fixtures and Improvements. The Event must be claimable under Section 1 and must occur during the Period of Insurance.

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



This standard extension (Lot Owners' Fixtures and Improvements) is subject to the same terms, conditions and exclusions as Section 1 – Insured Property as they may be expressly varied herein.

### Claims – how We will settle Your claim

If Lot Owners' Fixtures and Improvements are Damaged, and Your claim is accepted, We will either replace, repair or pay the amount it would cost to replace or repair.

The amount We pay under this standard extension will be the cost of Replacement at the time of Replacement subject to the following provisions:

- a. the necessary work of replacing or repairing must be commenced and carried out without unreasonable delay;
- b. if You cause unreasonable delays in commencing or carrying out Replacement or repair, We will not pay any extra costs that result from that delay;
- c. where materials used in the original construction are not readily available, We will use the nearest equivalent available;
- d. when We wish to replace or repair and You do not want this to occur, We will only pay Indemnity Value.

We will not pay for the cost to:

- i. replace undamaged Lot Owners' Fixtures and Improvements;
- ii. replace or repair illegal installations.

### Definition

The word listed below has been given a specific meaning and applies to this automatic extension when it begins with a capital letter.

#### Lot Owners' Fixtures and Improvements

means any fixture or structural improvement, installed by a Lot Owner for their exclusive use and which is permanently attached to or fixed to Your Building so as to become legally part of it, including any improvements made to an existing fixture or structure.

## Optional extensions to Section 1

The following policy extensions are optional and if selected by the Insured are subject to additional Premium. If selected, the Sum Insured for each Section will be shown on the Schedule.

### 1. 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 this optional

extension (Catastrophe Insurance), against the Escalation in the cost of Replacement of Your Insured Property if it is destroyed, or it is assessed as a constructive total loss, following a loss which occurs during the Period of Insurance:

1. a. due to a Catastrophe; or  
b. due to another Event which occurs not later than 60 days after a Catastrophe, provided Your Insured Property has been continuously insured with Us for that period; and
2. the Event giving rise to the loss is admitted as a claim under Section 1 – Insured Property.

#### Special Benefits

Special Benefits are included in addition to the Sum Insured for this optional extension (Catastrophe Insurance).

The total amount We will pay under Special Benefits 1 to 4 arising out of any Event claimable under this optional extension is limited to the percentages shown hereunder of the Sum Insured for this optional extension or such other percentage as We may agree in writing.

- a. **Special Benefit 1.** 15%;
- b. **Special Benefit 2.** 5%;
- c. **Special Benefit 3. and 4.** combined 5%;

#### 1. Temporary Accommodation / Rent – extended period of cover

##### a. Temporary Accommodation

When You occupy Your Lot/Unit We will pay the reasonable cost of Temporary Accommodation You necessarily incur if Your Lot/Unit is Damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure'; and
- the Damage to Your Insured Property is admitted as a claim under Section 1 – Insured Property.

We will pay from the time indemnity provided under Special Benefit 1.a. of Section 1 – Insured Property is expended until the time You reoccupy Your Lot/Unit following completion of rebuilding, repairs or Replacement.

##### b. Rent

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Lot/Unit or Common Area We will pay the actual Rent You lose or would have lost if Your Lot/Unit or Common Area is Damaged and made unfit to be occupied for its intended purpose:

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



- due to the happening of a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure';
- and Damage to Your Insured Property is admitted as a claim under Section 1 – Insured Property.

We will pay from the time indemnity provided under Special Benefit 1.b. of Section 1 – Insured Property is expended until the time Your Lot/Unit or Common Area is re-let following completion of rebuilding, repairs or Replacement provided You demonstrate You have taken all reasonable actions to obtain a new tenant.

### 2. Temporary Accommodation – escalation in cost

When You occupy Your Lot/Unit We will pay for Escalation in the cost of Temporary Accommodation You necessarily incur if Your Lot/Unit is Damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure';
- and the Damage to Your Insured Property is admitted as a claim under Section 1 – Insured Property.

We will pay from the time Temporary Accommodation is obtained until the time You reoccupy Your Lot/Unit following completion of rebuilding, repairs or replacement.

### 3. Removal, storage

We will pay for the costs You necessarily incur in:

- a. removing any undamaged portion of Your Insured Property to the nearest place of safekeeping;
- b. storing the undamaged portion at that place or an equivalent alternate place;
- c. returning the undamaged portion to Your Situation when occupancy of Your Insured Property is permitted;
- d. insuring Your undamaged Insured Property during such removal, storage and return.

We will pay if the Damage to Your Insured Property is due to:

- the happening of a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure';
- and the Damage to Your Insured Property is admitted as a claim under Section 1 – Insured Property.

The amount We pay will be reduced by any amount payable for such costs under Section 1 – Insured Property.

### 4. Cost of Evacuation

When You occupy Your Lot/Unit for residential purposes We will pay for the Cost of Evacuation You, or any person or persons permanently residing with You at the time immediately prior to such a happening, necessarily

incur following an order issued by a Public or Statutory Authority, Body, entity or person so empowered by law, to evacuate Your Lot/Unit:

- due to the happening of a Catastrophe; and
- the Damage to Your Lot/Unit is admitted as a claim under Section 1 – Insured Property.

Any Cost of Evacuation so payable will be reduced by any amount paid or payable by way of compensation by any Public or Statutory Authority.

### Claims – how We will settle Your claim

The basis upon which the amount payable as escalation in the cost of Replacement is to be calculated as the difference between:

- a. the actual cost necessarily incurred to rebuild, repair or replace Your Insured Property following a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure'; and
- b. the greater of either:
  - i. the cost that would have applied to rebuild, repair or replace Your Insured Property in terms of Section 1 – Insured Property immediately prior to the Catastrophe; or
  - ii. the Sum Insured in force under Section 1 – Insured Property at the time of the Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure'.

### Special Provisions

1. No payment will be made under this Catastrophe Insurance Optional Extension until such time as the greater amount determined in accordance with the provisions of Clause b. of 'Claims – how We will settle Your claim' has been fully expended in Replacement of Your Insured Property.
2. In certifying the cost of Replacement of Your Insured Property at the time immediately prior to a happening giving rise to a claim under this Catastrophe Insurance Optional Extension 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;

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



- c. architects' fees, surveyors' fees and any other professional fees;
  - d. legal fees necessarily incurred in making submissions or applications to any Public or Statutory Authority, Builders Licensing Board, or Land and Environment Courts as a result of Damage to Your Insured Property;
  - e. fees, contributions or imposts payable to any Public or Statutory Authority to obtain consent to rebuild, replace or repair Your Insured Property.
3. Any differences relating to the cost of Replacement at the time immediately prior to a happening giving rise to a claim under this Catastrophe Insurance Optional Extension may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be binding.

### Conditions

This Catastrophe Insurance Optional Extension is subject to the same terms, conditions and exclusions as Section 1 – Insured Property and except as they may be expressly varied herein.

### Definitions

The words listed below have been given a specific meaning and apply to this Catastrophe Insurance Optional Extension when they begin with a capital letter.

#### Catastrophe

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

#### Cost of Evacuation

means costs necessarily incurred for road, rail, air or sea transport to the designated place of evacuation and returning to Your Situation from the place of evacuation to resume permanent residency.

#### Escalation in the Cost of Temporary Accommodation

means, when a Lot/Unit in Your Insured Property is occupied by a Lot Owner, the difference between:

- a. the amount of money payable for rental of a residential building or similar type accommodation of substantially the same size, containing similar facilities and in an equivalent suburban environment as Your Insured Property, following a Catastrophe or other loss referred to in Clause 1.b. of 'What We insure'; and
- b. the cost of Temporary Accommodation that would have applied had the Catastrophe not occurred.

## 2. Machinery Breakdown

### What We insure

If selected and shown in the Schedule, We will insure You up to the Sum Insured shown in the Schedule against Insured Damage provided that the Insured Item is within Your Situation and was operating as intended 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 this optional extension is not otherwise expended in respect of any one Event. We will pay for the reasonable cost of:

1. expediting repair including overtime working;
2. express or air freight;
3. replacing oil and refrigerant gas from air-conditioning units or refrigeration units;
4. hiring a temporary replacement item provided such cost is necessary to maintain a vital service provided by You.

These costs must be incurred as the result of Insured Damage.

### Special Benefit

Special Benefit for Loss of Rent and/or Temporary Accommodation following a breakdown of plant and equipment is included in addition to the Sum Insured under this optional extension.

We will pay for the reasonable cost of:

1. Temporary Accommodation You necessarily incur;
2. the actual Rent You lose;

if Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose by the breakdown of plant and equipment resulting from Damage by an Event claimable under this optional extension provided the breakdown of plant and equipment extends for more than seven days, We will pay from the time of the breakdown of plant and equipment until the time such plant and equipment is repaired or replaced.

Unless otherwise agreed in writing, Our liability for Loss of Rent or Temporary Accommodation will be limited up to a maximum of 20% of the amount shown in the

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



Schedule as applying to this optional extension, and not exceeding a maximum of 30 days following the breakdown of plant and equipment.

### Exclusions

We will not pay for:

1. Damage caused by:
  - a. Wear and Tear;
  - b. chipping, scratching or discolouration of painted, polished or finished surfaces;
  - c. the deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving which had not previously penetrated completely through the entire thickness of the material of the Insured Item, notwithstanding that repair or renewal of the part affected may be necessary either immediately or at some future time, except where caused by Insured Damage and You did not know or should not reasonably have known of the pre-existing condition;
  - d. the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions, rust, Erosion, corrosion, oxidation or ordinary use;
  - e. the tightening of loose parts, recalibration or adjustments;
  - f. the carrying out of tests involving abnormal stresses or the intentional overloading of any Insured Item.
2. Damage to:
  - a. glass or ceramic components;
  - b. defective tube joints or other defective joints or seams;
  - c. any valve fitting, shaft seal, gland packing joint or connection except where caused directly by Insured Damage;
  - d. foundations, brickwork, and refractory materials forming part of an Insured Item;
  - e. television, video or audio equipment other than security system equipment;
  - f. expendable items, including electrical and electronic glass bulbs, tubes, lamps, x-ray tubes, electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;
  - g. computers, telecommunication transmitting and receiving equipment, electronic data processing equipment, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, 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.

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



### Definitions

The words listed below have been given a specific meaning and these specific meanings apply to Section 1 – Insured Property optional extension (Catastrophe Insurance) 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 Section 1 – Insured Property; or
- b. which is not claimable under Section 1 – Optional Benefit – Machinery Breakdown.

#### Insured Item

means:

- a. lifts, elevators, escalators and incliners provided they are subject to a current comprehensive maintenance agreement;
- b. all other electrical, electronic and mechanical machinery, boilers and pressure vessels and similar plant; that forms part of Your Insured Property or its services.

### 3. Lot Owners' Contents cover

If:

- a. Lot Owners' Contents cover is selected and shown in the Schedule;
- b. We accept a claim for Damage to Your Insured Property under Section 1;
- c. the Sum Insured under Section 1 is not otherwise expended in respect to the one Event; and
- d. Damage to Lot Owners' Fixtures and Fittings results from the same Event in connection with Rainwater, Storm or Escape of Liquid that caused the Damage to Your Insured Property,

We will insure You for the Damage to:

Lot Owners' Fixtures and Fittings within the Lot/Unit to repair, or replace as a consequence of Damage to your Insured Property, up to the maximum amount per Lot/Unit shown on the Schedule.

We will not pay for:

- a. Damage to Lot Owners' Fixtures and Fittings
  - i. where Your Lot/Unit is not used entirely or primarily for residential purposes;

- ii. caused by or arising directly or indirectly from Flood, Action of the Sea or any other Event not specified;

- b. any cover otherwise provided under Special Benefit 1 to Section 1 that directly relates to Lot Owners' Contents cover.

### Definitions

The words listed below have been given a specific meaning and apply to **Lot Owners' Contents** when they begin with a capital letter.

**Escape of Liquid** means the escape of water or liquid caused by the bursting, leaking, or discharging of pipes that form part of the Common Area.

**Lot Owners' Fixtures and Fittings** means:

- any fixture or fitting which is permanently attached or fixed to the Lot/Unit, including but not limited to:
  - home appliances such as dishwashers, washing machines and dryers;
  - curtains or blinds, carpets, carpet underlay;
  - light fittings, ceiling fans or airconditioning units;
  - paint, wallpaper and temporary wall, floor and ceiling coverings.



## Section 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 Section 2, if You become legally responsible to pay compensation for Personal Injury or Property Damage resulting from an Occurrence in connection with the ownership of Your Common Area and Insured Property that happens during the Period of Insurance.

Further, We will pay:

- a. all legal costs and expenses incurred by Us;
- b. reasonable cost of legal representation You necessarily incur with Our written consent, which We will not unreasonably withhold, at a coronial inquest or inquiry into any death which may be the subject of a claim for compensation under Section 2;
- c. other reasonable expenses You necessarily incur that We have agreed to reimburse; and
- d. all interest accruing after judgment has been entered against You until We have paid, tendered or deposited in court the amount that We are liable to pay following judgment;

in addition to the Limit of Liability shown in the Schedule for Section 2.

For the avoidance of doubt, We agree to insure You up to the Limit of Liability specified in the Schedule for Section 2 for:

#### 1. Bridges, roadways, kerbing, footpaths, services

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

#### 2. Car park liability

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

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

#### 3. Fertiliser, pesticide, herbicide application

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from the application of any fertiliser, pesticide or herbicide to Insured Property.

We will not pay:

- a. unless the fertiliser, pesticide or herbicide has been applied in conformity with any public or statutory authority requirement or, in the absence of any such requirement, in conformity with the manufacturer's recommendations;
- b. for Damage to Insured Property, or its improvements including gardens and lawns, to which the fertiliser, pesticide or herbicide was being applied.

#### 4. Hiring out of sporting and recreational facilities

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from the hiring out of sporting or recreational facilities (such as but not limited to tennis courts or swimming pools) owned by You.

#### 5. Recreational activities

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from recreational or social activities arranged for and on behalf of Lot Owners and occupiers of Lots/Units.

#### 6. Services

compensation You become legally responsible to pay for Personal Injury or Property Damage arising out of the service or services You provide for the benefit, general use and enjoyment of Lot Owners and occupiers of Lots/Units at Your Situation.

Services includes local council requirements for contractors (e.g. garbage) to enter Your Insured Property to perform related services.

We will not pay for any act of negligence of any council contractors on their part.

#### 7. Watercraft

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from any Watercraft (not exceeding eight 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.

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



### 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.**

### 9. Court appearance

We will pay compensation of \$250 per day if We require a Member or Your Body Corporate Manager/Agent to attend a Court as a witness in connection with a claim under Section 2.

### Exclusions

We will not pay for any claim:

1. in connection with any liability for Personal Injury to any employee arising out of or in the course of their employment with You.
2. in respect of liability imposed by the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated.
3. in respect of:
  - a. damage to property belonging to, rented by or leased by You or in Your physical or legal control, other than as provided under the operative items of Section 2;
  - b. damage to property belonging to any person who is deemed a worker or employee within the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated;
  - c. injury to or death of animals on Your Common Area;
  - d. Personal Injury or Property Damage caused by animals on Your Common Area other than guard or watch dogs You employ for security purposes.
4. arising out of the rendering or failure to render professional advice by You or any error or omission connected therewith. This exclusion does not apply to the rendering or failure to render professional medical advice by a legally qualified medical practitioner, legally qualified registered nurse, dentist or first aid attendant You use to provide first aid services at Your Situation.
5. arising out of the publication or utterance of a defamation, libel or slander:
  - a. made prior to the commencement of Section 2;
  - b. made by You or at Your direction when You knew it to be false.
6. arising out of the ownership, possession or use by You of any Vehicle, Watercraft, hovercraft, aircraft or aircraft landing areas other than as provided under the operative items of Section 2.
7. arising out of or in connection with the ownership of marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) if such facilities are used for commercial purposes or provide fuel distribution facilities, unless We otherwise agree in writing.
8. arising out of construction, erection, demolition, alterations or additions to Your Insured Property where the cost of such work exceeds \$500,000, unless You advise Us and obtain Our written consent, which We will not unreasonably withhold, to continue cover before commencement of such works.
9. arising from vibration or from the removal or weakening of or interference with the support of land or buildings or any other property.
10. arising under the terms of any agreement unless liability would have attached to You in the absence of such agreement.

This exclusion does not apply to:

  - a. liability assumed by You under any contract or lease of real or personal property;
  - b. liability assumed by You in the course of ownership of Your Common Area and Insured Property under the terms of any written agreement with the company, person or firm appointed to manage ownership of Your Common Area and Insured Property except where liability arises out of:
    - i. any act of negligence on their part; or
    - ii. by their default in performing their obligations under such agreement.
11. arising out of or caused by the discharge, dispersal, release of or escape of Pollutants into or upon property, land, the atmosphere, or any water course or body of water. This exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place during the Period of Insurance.

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



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.
15. to the extent the Damage to the Lot Owners' Fixtures and Fittings within the Lot/Unit is covered under Optional Benefit – Lot Owners' Contents cover in Section 1.

### Definitions

The words listed below have been given a specific meaning and apply to Section 2 when they begin with a capital letter.

#### Occurrence

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

#### Personal Injury

means:

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

which happens during the Period of Insurance anywhere in Australia.

#### Pollutants

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

#### Property Damage

means:

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

which happens during the Period of Insurance anywhere in Australia.



## Section 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	\$300,000
2.	Total and irrecoverable loss of all sight in both eyes	\$300,000
3.	Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot	\$300,000
4.	Total and permanent loss of the use of one hand or of the use of one foot	\$150,000
5.	Total and irrecoverable loss of all sight in one eye	\$150,000
6.a.	Total Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Total Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	\$2,000
6.b.	Partial Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Partial Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	\$1,000
7.	The reasonable cost of domestic assistance certified by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities – in respect of each week of disablement a weekly benefit not exceeding \$500 up to a maximum of:	\$5,000
8.	The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury to obtain medical treatment – up to maximum of:	\$2,000
9.	The reasonable cost of home tutorial expenses if the Voluntary Worker is a full-time student – in respect of each week of Total Disablement a weekly benefit not exceeding \$250 up to a maximum of:	\$2,500
10.	The reasonable cost of burial or cremation of a Voluntary Worker up to a maximum of:	\$5,000

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



### 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;

which are 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;

- g. 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)*;
- h. for more than one of insured events 6.a. and 6.b. in respect of the same period of time;
- i. 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 Section 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 Section 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.



## Section 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 Section 4;
4. any claims arising out of losses discovered more than 12 months after the expiry of Section 4, or any renewal thereof.

### Definitions

The word listed below has been given a specific meaning and applies to Section 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.



## Section 5 – Office Bearers’ Legal Liability

This Section 5 – Office Bearers’ Legal Liability is issued on a Claims made and notified basis. This means Section 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 Body Corporate; or
- pay on behalf of Your Body Corporate all Loss for which they grant indemnification to You, as permitted or required by law, or for which Your Body Corporate is vicariously liable at law,

arising from any Claim:

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

Provided that Claims which do not comply with all of Clauses a. and b. of this insuring clause are not, other than as provided under Special Benefit 2 – Continuous cover of Section 5 – Office Bearers’ Legal Liability, the subject of this insurance or any indemnity.

The amount payable in respect of all Claims under Section 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 Section 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 Section 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 Section 5 or under an earlier Office Bearers’ Legal Liability Insurance Section issued by Us, We will accept the notification of such Claim, fact or circumstance under Section 5, provided always that:

- a. We have continuously been the Insurer providing cover for an Office Bearers’ Legal Liability between the date when such notification should have been given and the date when such notification was in fact given; and
- b. the terms and conditions applicable to this Special Benefit 2 – Continuous cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Section 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 Section 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 Section 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 Section 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 Section 5 inception, or a reasonable

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



person in the circumstances could be expected to know, to be circumstances which may give rise to a Claim against You;

2. any dishonest or fraudulent act, criminal act or malicious act or omission of Yours or of any person at any time employed by You, but this exclusion will not apply to the costs incurred by You in successfully defending any Claim or suit made against You;
3. Claims for death, bodily injury, sickness, disease (including communicable disease), or damage to property. However, this exclusion will not apply to loss or damage to Documents which are Your property, or entrusted to You, or costs and expenses incurred by You in replacing or restoring such Documents;
4. Claims resulting from Your intentional decision not to effect and maintain insurances as required by the Strata Legislation applying where Your Insured Property is situated;
5. Claims arising out of a publication or utterance of a libel or slander or other defamatory or disparaging material;
6. fines, penalties, punitive or exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;
7. You gaining or having gained any personal profit or advantage to which You were not legally entitled or for which You may be held accountable to the Body Corporate or any individual Member thereof;
8. monies or gratuity given to You without authorisation by the Body Corporate where such authorisation is necessary pursuant to the Articles of the Body Corporate or prescribed law;
9. a conflict of duty or interest of Yours;
10. any intentional exercise of the powers of You for a purpose other than the purpose for which such powers were conferred by the Articles of the Body Corporate;
11. any Wrongful Act made or threatened or in any way intimated on or before the inception date specified in the Schedule, except as otherwise provided in Special Benefit 2 – Continuous cover of Section 5;
12. Claims first notified to Us after the expiry of Section 5, except as otherwise provided in Insuring Clause b. of Section 5;
13. Claims brought against Your Body Corporate Manager/Agent, other than as covered under a.ii. of the Insuring Clause hereof, or other contracted person(s), firm or company when acting in their professional capacity;

14. Claims brought against You in a Court of Law outside Australia.

### Conditions

#### Defence and settlement

If You refuse to consent to any settlement recommended by Us and elect to continue any legal proceedings in connection therewith, Our liability for the Claim will not exceed the amount for which the Claim could have been settled including the costs and expenses incurred up to the date of such refusal.

The amount for which the Claim could have been settled (including the costs and expenses incurred up to the date of such refusal) is either:

- a. the amount for which the claimants offer to settle the Claim; or
- b. the amount assessed by a Senior Counsel, taking into account:
  - i. the economics of the matter;
  - ii. the damages and costs which are likely to be recovered from the claimants;
  - iii. the likely Defence Costs; and
  - iv. Your prospects of successfully defending the Claim.

If You and We cannot agree on the Senior Counsel, We will ask the President of the Bar Association in the relevant State or Territory to nominate one.

We will include the cost of the Senior Counsel's opinion in Your Defence Costs.

#### Reporting and notice

A specific Wrongful Act will be considered to have been first reported to Us:

- a. at the time You first give written notice to Us that a Claim has been made against You for such Wrongful Act; or
- b. at the time You first give written notice to Us:
  - i. having the potential of giving rise to a Claim being made against You;
  - ii. of the receipt of written or oral notice from any party that it is the intention of such party to hold You responsible for such Wrongful Act;

whichever first occurs.

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



### Definitions

The words listed below have been given a specific meaning and apply to Section 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, judgments, settlements, orders for costs and Defence Costs.

#### Office Bearer

means:

- a. a person appointed by the Body Corporate to act as an Office Bearer or committee member in terms of the Strata Legislation applying where Your Insured Property and Common Area is situated;
- b. a Body Corporate Manager appointed as an agent of an Office Bearer and/or committee member;
- c. a person invited by an Office Bearer and/or committee member to assist in the management of the Body Corporate affairs.

#### Wrongful Act

means any error, misstatement, act or omission, or neglect or breach of duty made, committed, attempted or allegedly made, committed or attempted by You or any matter claimed against You solely by reason:

- a. of You serving as an Office Bearer or committee member or director of the Body Corporate; or
- b. as an Office Bearer on a related building management committee provided at the time of serving as an Office Bearer on that committee You are also an Office Bearer or committee member or nominee or director of Your Body Corporate.

Where any such Wrongful Act results in more than one Claim all such Claims will jointly constitute one Loss and be deemed to have originated in the earliest Period of Insurance in which any of such Wrongful Acts is first reported to Us.



## Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses

This Section 6 is issued on a Claims made and notified basis. This means Parts A, B and C of Section 6 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 Section 6 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. if 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 Section 6; 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.
  - f. relating to an Audit if You fail to comply with any requirement or obligation imposed upon You by any relevant legislation if a return in relation to the Audit was not prepared or reviewed by Your Professional Adviser prior to dispatch.
  - g. if You breach any conditions in this Section, including failing to comply with any requirement imposed by any relevant legislation or failing to do what We require You to do if You intend to make a Claim or You make a Claim.
2. We will not under any circumstances pay for the cost of:
    - a. any fines, penalties, interest or adjustment of tax, additional tax, duty, government impost or similar charges;
    - b. any review pertaining to You maintaining any industry status, licence, membership or compliance with any employee-related legislation or regulations;
    - c. the gathering of data or information by any government, statutory body, authority or agency that is not directly part of an Audit.

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



### 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 Section 6 in the Schedule for Appeal Expenses You necessarily incur with Our consent, which We will not unreasonably withhold, in appealing against:

- a. the imposition of an improvement or prohibition notice under any workplace, occupational health, safety or similar legislation applying where Your Insured Property is situated; or
- b. the determination under any workplace occupational health, safety or similar legislation applying where Your Insured Property is situated of a review committee, arbitrator, tribunal or Court.

We will not pay:

- a. unless any such notice or determination is first made or first brought against You during the Period of Insurance and You report it to Us during that Period of Insurance or within 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 Section 6 for Legal Defence Expenses You necessarily incur with Our written consent, which We will not unreasonably withhold, in connection with litigation arising out of a Claim made or brought against You less any Excess shown in the Schedule:

- a. in connection with the ownership of Your Common Area and Insured Property;
- b. under the Competition and Consumer Act 2010 (Cth) or under any other consumer protection legislation;
- c. arising out of any dispute with an employee, former employee or prospective employee:
  - i. concerning the terms and conditions of their contract of employment or alleged contract of employment with You;
  - ii. leading to civil or criminal proceedings under any racial or sexual discrimination legislation.

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



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 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 Section 2 – Liability to Others and Section 5 – Office Bearers’ Legal Liability or would have been provided if Section 2 – Liability to Others and Section 5 – Office Bearers’ Legal Liability were operative;
  - d. arising from circumstances that You knew of prior to the inception of this Section, 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 Section, 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 reasonably practicable.

Your application or advice must state the reasons, as fully as possible, for making an appeal.

If We are dissatisfied with any decision made by a Court or Tribunal and wish to appeal that decision, You must reasonably cooperate with Us in the bringing of such an appeal. In this event We will pay all costs involved.

#### 2. Bill of costs

You must forward Us all bills of costs or other communications relating to fees and expenses as soon as reasonably 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.

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



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 Section.

### 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 Section 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 Section 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 reasonably practicable 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 Section. 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

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



or entity that it is the intention of such party or entity to hold You responsible for a civil or criminal act.

### Definitions

The words listed below have been given a specific meaning and apply to Section 6 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 Section.

#### Audit

means an audit or investigation of Your taxation and financial affairs by the Australian Taxation Office, or by a Commonwealth, State or Territory Department, Statutory Body or Agency in relation to and following the lodgement of Your return(s), including but not limited to Business Activity Statement (BAS), Capital Gains Tax, Fringe Benefits Tax, Income Tax, Prescribed Payment and Group Tax Returns, Payroll Tax, Stamp Duty, Compliance with Superannuation Industry Supervision Act 1993 and Workers Compensation Returns.

#### Auditor

means an officer who is authorised under Commonwealth, State or Territory legislation to carry out an Audit of Your taxation or financial affairs.

#### Claim, Claims

means:

- a. a written or verbal advice of intent to initiate legal proceedings or a civil or criminal action against You; or
- b. a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading against You; or
- c. a criminal proceeding commenced by a summons or charge against You.

#### Designated Liability

means Your obligation to pay an amount under Commonwealth, State or Territory Legislation.

#### Final Decision

means a written notification of the Auditor's 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

## Residential Strata Insurance Plan Product Disclosure Statement and Policy



- 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 inquiry or investigation to determine the extent of Your compliance with the record keeping requirements of relevant legislation that You have to comply with.

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Residential Strata

# What's changed

At CHU, we always strive to ensure that we communicate our intentions and actions as clearly as possible in our insurance policies. We have recently undertaken a review of our Product Disclosure Statement (PDS) and Policy Wording documents and have made changes to better explain:

- how your insurance policy will operate,
- what you can expect from us and
- what we ask of you in return.

The purpose of this document is to provide a summary of recent changes to your policy terms and conditions. This document does not form part of any insurance policy and is not used in the assessment of insurance claims. Any insurance claim will be assessed against the PDS and Policy Wording policy terms and conditions and applicable law.

This document clarifies the key changes made to QM562 Residential Strata Insurance Plan.

## Residential Strata Insurance Plan

### Summary of key changes for QM562-0725

We've updated our Residential Strata Insurance Plan Product Disclosure Statement and Policy Wording (from QM562-1023 to QM562-0725).

To see how your cover has changed, we've provided a summary of the key changes below:

Change type	What's changed	Explanation	Details can be found in
Reordering of Policy Sections	Policy structure	Total number of Policy Sections reduced from nine to six. Section 1 – Insured Property now contains: <ul style="list-style-type: none"><li>• Lot Owners' Fixtures and Improvements (previously Section 9) as a Standard extension to cover</li><li>• Optional extensions including:<ul style="list-style-type: none"><li>- Catastrophe (previously Section 7)</li><li>- Machinery breakdown (previously Section 6)</li><li>- Lot Owners Contents (new product extension)</li></ul></li><li>• Government Audit Costs, Appeal Expenses and Legal Defence Expenses now Section 6 (previously Section 8)</li></ul>	Throughout the PDS
New cover option	Additional optional extension to cover under Section 1 - Insured	Lot Owners' Contents is a new optional extension to Section 1 – Insured Property	Section 1 – Insured Property - Optional extensions

CONTINUES ►



Change type	What's changed	Explanation	Details can be found in
Special Benefits - Section 1 - Insured Property	Increased sub-limits to Special Benefits	5. Electricity, gas, water and similar charges – excess costs – Sub-limit increased from \$2,000 to \$5,000 6. Electricity, gas, water and similar charges – unauthorized use – Sub-limit increased from \$2,000 to \$5,000 12. Keys, lock Replacement – Sub-limit increased from \$5,000 to \$25,000 14. Modifications – Benefit increased from \$25,000 per Lot/Unit up to \$50,000 per Lot/Unit. 16. Mortgage discharge – Benefit increased from \$5,000 to \$10,000 20. Damaged office records – Sub-limit increased from \$50,000 to \$100,000	Special Benefits - Section 1 - Insured Property
Sub-limits - Section 3 - Voluntary Workers	Increase sub-limits - Section 3 - Voluntary Workers	Insured events 1. Death - benefit increased from \$200,000 to \$300,000 2. Total and irrecoverable loss of all sight in both eyes - benefit increased from \$200,000 to \$300,000 3. Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot - benefit increased from \$200,000 to \$300,000 4. Total and permanent loss of the use of one hand or of the use of one foot – benefit increased from \$100,000 to \$150,000 5. Total and irrecoverable loss of all sight in one eye – benefit increased from \$100,000 to \$150,000	
Clarification of coverage under Section 1 - Insured Property, Special Benefit 1.a. Temporary Accommodation/ Rent / contributions / storage	Inclusion of detail of when We will not pay under Section 1 - Insured Property, Special Benefit 1.a. Temporary Accommodation/ Rent / contributions / storage	We will not pay under Clause 1.a. Temporary Accommodation: - if maintenance to the Lot owner's property (that is separate to the Event leading to a claim) is the reason the Lot/Unit cannot be lived in or during the course of any maintenance works; - if you had no intention of repairing or rebuilding Your Insured Property; - if the Lot/Unit was not the Lot Owner's principal place of residence at the time of the loss or Damage; - if the Lot/Unit owner had no intention of living in the Lot/Unit during the repair or rebuild period (had Damage not occurred within the Lot/Unit); <a href="#">continues next page</a>	Section 1 - Insured Property, Special Benefit 1.a. Temporary Accommodation/ Rent / contributions / storage



Change type	What's changed	Explanation	Details can be found in
		<p>continued from previous page</p> <ul style="list-style-type: none"> <li>- beyond the period it should reasonably take to repair or reinstate the Lot/Unit to allow the Lot Owner to live in the Lot/Unit again;</li> <li>- any other costs associated with any business activity being operated within the Lot/Unit.</li> </ul> <p>The purpose of this addition is to clearly articulate what the intent of the Policy has always been - this is not a change to the cover previously provided under this Special Benefit</p>	
Excess	Earthquake Excess	Excess increased from \$500 to \$1,000	Excesses in Section 1 – Insured Property
Excess	Special Provision added	<p>In relation to Damage resulting from Vandalism or malicious act, an Excess will be applied to each Event that caused the Damage.</p> <p>The purpose of this addition is to clearly articulate what the intent of the Policy has always been in relation to Excess application when it comes to claim Events of this nature.</p>	Excesses in Section 1 – Insured Property

The information contained in this summary of changes document does not form part of your policy. Please read the current Product Disclosure Statement (PDS) and Policy Wording, and Policy Schedule for full details of the terms, conditions and exclusions that make up the insurance policy.

### Any questions?

If you have any questions about these changes, please contact us at:

**Phone** 1300 361 263

**Email** [info@chu.com.au](mailto:info@chu.com.au)

<b>PURPOSE:</b> PRIMARY COMMUNITY	<b>AREA NAME:</b> FIRLE	<b>APPROVED:</b> 24/07/2025	<h1>C43676</h1>  SHEET 1 OF 2  text_01_v01_Version_3
<b>COUNCIL:</b> THE CORPORATION OF THE CITY OF NORWOOD, PAYNEHAM AND ST. PETERS	<b>DEVELOPMENT NO:</b> 155/C406/24/001/7622	<b>DEPOSITED:</b> 03/11/2025	
<b>LAST PLAN:</b> F260527			

<b>AGENT DETAILS:</b> ALEXANDER & SYMONDS PTY LTD POST OFFICE BOX 1000 KENT TOWN, SA 5067 PH: 81301666	<b>SURVEYORS CERTIFICATION:</b> I DANIEL LEE GOODWIN, a licensed surveyor under the Survey Act 1992, certify that this community plan has been correctly prepared in accordance with the Community Titles Act 1996 13th day of December 2024 DANIEL LEE GOODWIN Licensed Surveyor
<b>AGENT CODE:</b> ALSY	
<b>REFERENCE:</b> 24A0037LTOPC(B)	

**SUBJECT TITLE DETAILS:**

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION	TOWN
CT	5641	574		ALLOTMENT(S)	51	D	3212 ADELAIDE	

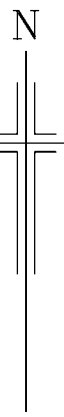
**OTHER TITLES AFFECTED:**

**EASEMENT DETAILS:**

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION

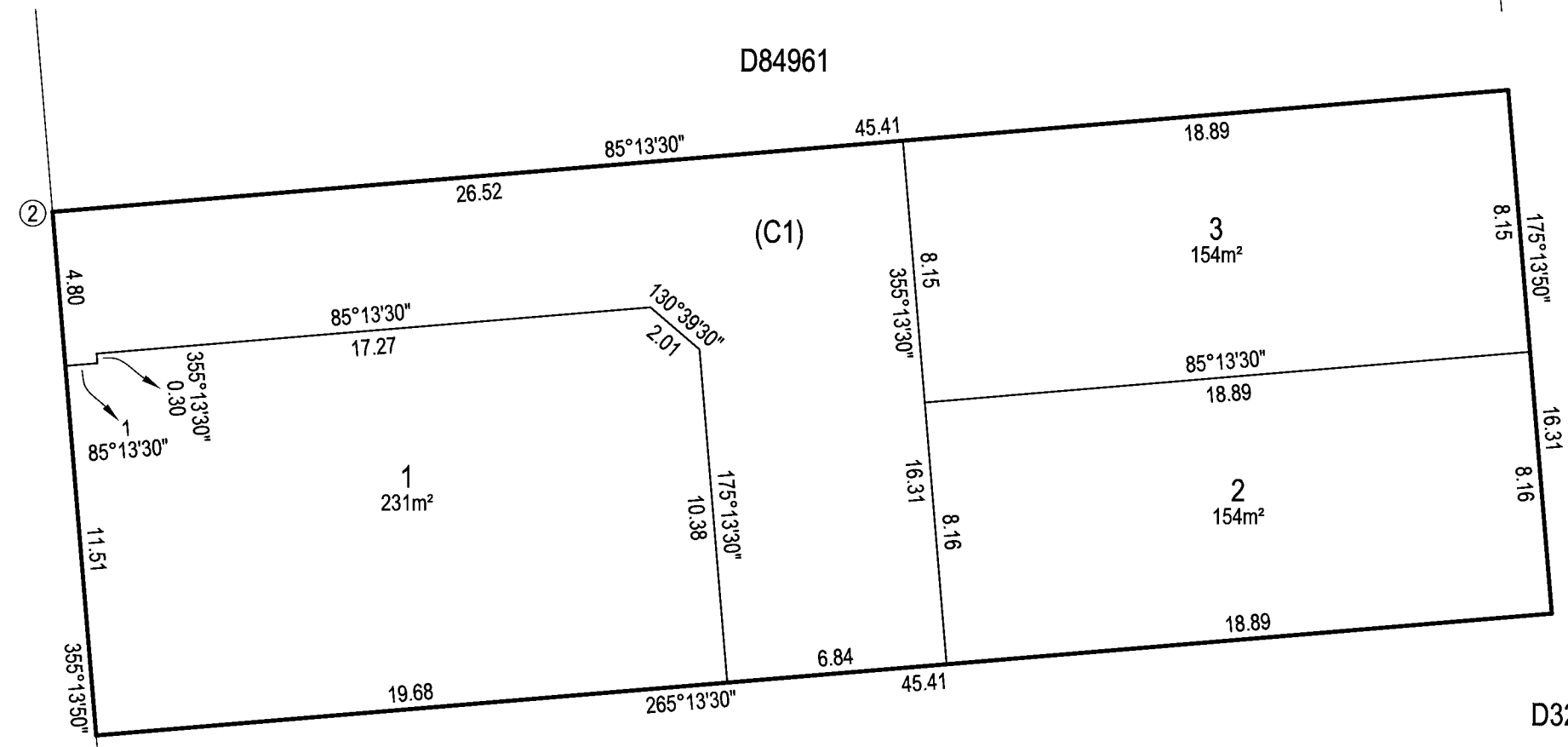
**ANNOTATIONS:**

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 06/11/2024



LOCATION PLAN

SCOTT STREET



C42047

D84961

D3212

STREET

①

MARGARET STREET



**C43676**

SHEET 2 OF 2

pland\_V1\_Version\_3

BEARING DATUM:	(1) - (2) 355°13'50"
DERIVATION:	F260527 ADOPTED
DRAWING SCALE FACTOR:	1.0
ORIGIN POINT:	CORNER (1)
TOTAL AREA:	741m <sup>2</sup>

**Alexander & Symonds Pty.Ltd.**

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

REFERENCE	24A0037LTOPC(B)
DMM	10/12/2024 DJM / DLG




LANDS TITLES REGISTRATION OFFICE  
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE  
COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

FOR FILE  
ORIGINALS AVAILABLE

Orig. **LF 14640789**



10:44 17-Oct-2025  
2 of 2

SERIES NO	PREFIX
2	LF

AGENT CODE

LODGED BY: Key Conveyancing Services KEYCP

CORRECTION TO: Key Conveyancing Services KEYCP

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT  
(COPIES ONLY)

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

PICK-UP NO.	
CP	

CORRECTION	PASSED
FILED	<p>3 NOV 2025</p> <p><i>Beagle L Co</i></p> <p>REGISTRAR-GENERAL</p>



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

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COMMUNITY BY-LAWS  
Development No.  
155/C406/24

## Community Titles Act 1996

### BY-LAWS

COMMUNITY PLAN NO. C43676

8 Scott Street, Firlie SA 5070

#### CERTIFICATE

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



.....  
Melissa Belton / James Sullivan  
Registered Conveyancer

Date: 8/10/25.

Key Conveyancing Services  
678 North East Road  
HOLDEN HILL SA 5088

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COMMUNITY BY-LAWS  
Development No.  
155/C406/24

**INDEX**

1.	INTERPRETATION	3
2.	MANDATORY BY-LAWS	4
3.	CORPORATION'S OBLIGATION TO MAINTAIN COMMON PROPERTY	8
4.	STRUCTURAL ADDITIONS, CHANGES AND COLOURS ON A LOT	9
5.	LIMITATION ON KEEPING PETS	10
6.	USE OF ROADWAYS AND COMMON AREA PARKING	10
7.	PROHIBITION OF DISTURBANCE	11
8.	INSURANCE	11
9.	GENERAL PROVISIONS	12
10.	RECOVERY OF AMOUNTS DUE	12
11.	INDEMNITY AND RELEASE	13
12.	WAIVER	13
13.	NOTICE	13
14.	SEVERANCE	14

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COMMUNITY BY-LAWS  
Development No.  
155/C406/24

## COMMUNITY BY-LAWS WARNING

These By-Laws bind the Community Corporation, the Lot Owner, the Occupiers and any person entering the Community Parcel.

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

### 1. INTERPRETATION

1.1 In these By-Laws:

**"Act"** means the Community Titles Act 1996;

**"Common Property"** has the same meaning as set out in the Act;

**"Community Plan"** means the Community Titles Plan, which establishes the Community Scheme and is registered in the Land Titles Office ;

**"Community Lot"** means a primary lot created by division under the Act and designated as such in the Community Plan;

**"Community Scheme"** means the community scheme comprised in and established by the Community Plan;

**"Corporation"** means Community Corporation No 43676 Incorporated and includes a duly appointed officer, agent, employee, contractor or manager;

**"Council"** means The Corporation of the City of Norwood, Payneham and St. Peters;

**"Develop"** means:

(a) the erection, construction, alteration, improvement, installation or painting of any building, or other improvement on a Lot or on Common Property and includes any siteworks effected in readiness for Development; and

(b) "Development" has a like meaning;

**"Developer"** means 2KL Projects Pty Ltd (ACN: 677 690 443) of 274 Payneham Road, Payneham SA 5070.

**"Lot"** means a community Lot being part of the Community Scheme;

**"Invitees"** means visitors, tradespersons, builders, contractors, agents, clients or associates of the Lot Owner or occupier of a Lot;

**"Lot Owner"** means the owner of a Lot;

**"Manager"** means any party approved by the Corporation from time to time to manage and perform the duties and functions of the Corporation under the Act, and "Corporation Management Agreement" means any agreement appointing the Manager pursuant to Section 75(5) of the Act;

**"Occupier"** of a Lot means the person or persons in occupation of a Lot and includes, if the Lot is unoccupied, the relevant Lot Owner.

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COMMUNITY BY-LAWS  
Development No.  
155/C406/24

- 1.2 In these By-Laws except to the extent that the context otherwise requires:
- 1.2.1 words importing the singular number include the plural and vice versa;
  - 1.2.2 words importing any gender include other genders;
  - 1.2.3 references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to and all regulations, rules, By-Laws, proclamations, orders and other authorities pursuant thereto;
  - 1.2.4 references to any of the parties hereto include references to their respective successors and permitted assigns;
  - 1.2.5 headings have been inserted for guidance only and will be deemed not to form any part nor to affect the construction of these By-Laws;
  - 1.2.6 where a word or phrase is given a defined meaning in this Agreement, any other part of speech or other grammatical form in respect of such word or phrase will have a corresponding meaning;
  - 1.2.7 these By-Laws will be governed by and construed in accordance with the laws of the State of South Australia. Each of the parties hereto submits unconditionally but not exclusively to the jurisdiction of a Court of competent jurisdiction in the State of South Australia;
  - 1.2.8 if any of the provisions of these By-Laws should be judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity or unenforceability or illegality (unless deletion of such provision or provisions would substantially alter the intention of the parties hereto, expressed or implied) will not affect the operation, construction or interpretation of any other provision of these By-Laws with the intent that the invalid or unenforceable or illegal provisions will be treated for all purposes as severed from these By-Laws.

**2. MANDATORY BY-LAWS**

**2.1 Administration, Management and Control of Common Property**

- 2.1.1 The Corporation is responsible for the administration, management and control of the Common Property.
- 2.1.2 The Corporation may (but is not obliged to) appoint a management committee (comprising representatives of Lot Owners) which will be responsible to the Corporation for the administration, management and control of the Common Property except for matters concerning:
  - (a) the fixing of contribution amounts from Lot Owners;
  - (b) appointment of a Manager under by-law 2.1.3; and
  - (c) maintenance, upgrading or improvements to the Common Property where the amount expended would exceed \$1,000.00 or such greater amount as may be decided by the Corporation.
- 2.1.3 The Corporation may (but is not obliged to) appoint a Manager which will be responsible to, and which will to assist the Corporation in carrying out, on behalf of the Corporation, the functions of administering, managing or controlling the Common Property, but:

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**COMMUNITY BY-LAWS  
Development No.  
155/C406/24**

- (a) the Manager must enter into a written Corporation Management Agreement with the Corporation which is subject to annual review; and
- (b) the Corporation must be entitled under a term of the Corporation Management Agreement to terminate that agreement in the event of default by the Manager in satisfactory performance of its duties.

**2.1.4 Lot Owner Contributions**

- (a) The Corporation will in general meeting (and not by its management committee) fix the amount it requires from Lot Owners from time to time by way of contributions for anticipated expenditure (such as common property maintenance, building services, rates and taxes, insurances, repairs etc).
- (b) Subject to the Act, the share of an amount to be contributed by a Lot Owner is proportional to the lot entitlement of the relevant Lot unless otherwise provided by a unanimous resolution of the Corporation.
- (c) The Corporation may, by ordinary resolution-
  - (i) permit contributions to be paid in instalments specified in the resolution; and
  - (ii) fix (in accordance with regulations to the Act) interest payable in respect of a contribution, or an instalment of a contribution, that is in arrears.

**2.2 Use and enjoyment of the Common Property**

**2.2.1** The Common Property is for the purposes of a roadway and for service infrastructure, subject to the Act and these By-Laws, for the common use and enjoyment of Lot Owners and other Occupiers in the Community Scheme and their Invitees.

**2.2.2** Lot Owners, Occupiers, and Invitees must not:

- (a) damage or interfere with any structure, building services, shrub, plant, tree or garden, or deposit rubbish or waste material on or in the Common Property, or in any way obstruct the lawful use of the Common Property;
- (b) without the prior approval in writing of the Corporation, subject to Clause 2.2.3 below, mark, paint, erect or construct any permanent structure or service infrastructure on the Common Property;
- (c) damage or deface any existing structure, facilities or service infrastructure that forms part of the Common Property
- (d) use any portion of the Common Property for their exclusive use as a garden or parking area or otherwise;
- (e) display any advertisement, sign or hoarding on any part of the Common Property;
- (f) dispose of any rubbish on Common Property other than in bins or receptacles intended and set aside for the purpose;
- (g) deface, paint, write, cut names or letters or make marks on or fix signs or bills, advertisements or graffiti to any part of the Building or the Common

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COMMUNITY BY-LAWS  
Development No.  
155/C406/24

## 9. GENERAL PROVISIONS

### 9.1 Management and Advisers

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

### 9.2 Easements

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

### 9.3 Tenants to Have Notice of these By-Laws

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

### 9.4 Corporation May Inspect Lots

9.4.1 The Corporation (and its servants, agents and contractors) will on giving one (1) days' notice) be permitted to enter and inspect any Lot and to test electrical, gas or water installations or equipment, repair leakages or other defects in such installations or equipment (at the Owner's expense if leakages or defects were due to the act or default of the Owner).

9.4.2 The Corporation and its servants, agents and contractors will in exercising these powers cause as little disturbance or interference to the Owner or occupier as reasonably possible in the circumstances.

### 9.5 Changes in Ownership

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

### 9.6 Offences

9.6.1 A person who contravenes or fails to comply with a provision of these By-Laws is guilty of an offence. Maximum penalty: \$500 or such greater amount as is prescribed by the Act or its Regulations.

9.6.2 The Corporation will be entitled to impose fines for offences as it sees fit, and as provided for in the Act or its Regulations.

## 10. RECOVERY OF AMOUNTS DUE

10.1 Amounts owing to the Corporation will be paid by the relevant owner or occupier promptly on demand by the Corporation and will be recoverable as a debt.

10.2 The Corporation may recover from owners or occupiers (on a full indemnity basis) any legal or other costs charges or expenses incurred in recovering debts due by an owner or occupier.

10.3 The Corporation may charge interest in accordance with the Act. The Corporation may determine the interest payable by an owner or occupier of a Community Lot in respect of a contribution, levy or any other expense that is in arrears. The interest rate must not exceed

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**COMMUNITY BY-LAWS  
Development No.  
155/C406/24**

the rate approved by legislation and the corporation is not permitted to demand payment of interest on unpaid interest. An amount is deemed to be in arrears where the amount remains unpaid for 7 days after becoming due. Such interest to be computed from the due date until payment is made in full.

- 10.4 In the event of default by the Lot Owner in payment on the due date of any money under these By-Laws, the Lot Owner will on the written request of the Corporation grant to the Corporation a registered mortgage under the provisions of the Real Property Act 1886, containing the terms and conditions requested by the Corporation, which mortgage will charge the Lot Owner's interest in the relevant Lot with payment of the money owed by that Lot Owner.
- 10.5 The Lot Owner will, in the event of a mortgage being requested by the Corporation, pay to the Corporation the reasonable expenses of and incidental to the preparation, execution, stamping and registration of that mortgage.
- 10.6 The Lot Owner acknowledges that the Corporation will be entitled, by virtue of this By-Law 10, to lodge a caveat against the certificate(s) of title for the relevant Lot, giving notice of the provisions of this By-Law 10.
- 10.7 Subject to the provisions of this By-Law 10, the provisions of the Law of Property Act 1936 will apply to this Agreement as if it were a mortgage by deed.

**11. INDEMNITY AND RELEASE**

A person bound by these By-Laws will:

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

**12. WAIVER**

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

**13. NOTICE**

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

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COMMUNITY BY-LAWS  
Development No.  
155/C406/24

**14. SEVERANCE**

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