

# Form 1 - Vendor's statement

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

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## Preliminary

### To the purchaser:

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

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

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

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

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

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

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

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

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

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

**Part A - Parties and land**

1 Purchaser:

Address:

2 Purchaser's registered agent:

Address:

3 Vendor:

John Gregory Haynes

Address:

42A Nilpena Avenue  
  
Park Holme SA 5043

4 Vendor's registered agent:

Josh Morrison

Address:

74 Brighton Road  
  
Glenelg East SA 5045

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

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

Certificate of Title - Volume: 6041 Folio: 854  
42A Nilpena Avenue, Park Holme SA 5043

Lot 2 Primary Community Plan 25634  
In the Area named Park Holme  
Hundred of Adelaide

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

To the purchaser:

### Right to cool-off (section 5)

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

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

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

#### 2 - Time for service

The cooling-off notice must be served -

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

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

#### 3 - Form of cooling-off notice

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

#### 4 - Methods of service

The cooling-off notice must be -

- (a) given to the vendor personally; or
- (b) posted by registered post to the vendor at the following address:  
  
(being the vendor's last known address); or
- (c) transmitted by fax or email to the following fax number or email address:

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

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

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

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

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

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

#### 5 - Effect of service

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

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

**Proceeding with the purchase**

If you wish to proceed with the purchase -

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

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

(section 7(1))

To the purchaser:

<input type="checkbox"/> I I/We	John Gregory Haynes
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of	42A Nilpena Avenue  Park Holme SA 5043
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being the  in relation to the transaction state that the Schedule contains all particulars required to be given to you pursuant to section 7(1) of the *Land and Business (Sale and Conveyancing) Act 1994*.

Date:

Signed:

Date:

Signed:

Date:

Signed:

Date:

Signed:

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

(section 9)

To the purchaser:

I,

certify  to the inquiries made pursuant to section 9 of the *Land and Business (Sale and Conveyancing) Act 1994* confirm the completeness and accuracy of the particulars set out in the Schedule.

Exceptions:

Date:

Signed:

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

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

**Note -**

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

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

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

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# Table of particulars

Column 1

Column 2

Column 3

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

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

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

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

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

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

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

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

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

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

## 1. General

1.1 Mortgage of land

Is this item applicable?

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



Number of mortgage (if registered):

Name of mortgagee:

1.2 Easement

(whether over the land or annexed to the land)

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

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

**Is this item applicable?**

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

**Are there attachments?**

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

Property Interest Report

Description of land subject to easement:

Portion of the land in Certificate of title - Volume: 6041 Folio: 854  
42A Nilpena Avenue, Park Holme SA 5043

Nature of easement:

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

Are you aware of any encroachment on the easement?

No

If YES, give details:

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

If YES, give details:

<input checked="" type="checkbox"/>
No
Yes

1.3 Restrictive covenant

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

**Is this item applicable?**

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

**Are there attachments?**

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

Nature of restrictive covenant:

Name of person in whose favour restrictive covenant operates:

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

If NO, give details:

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

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

**1.4** Lease, agreement for lease, tenancy agreement or licence

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

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

**Is this item applicable?**

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

**Are there attachments?**

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

Name of parties:

Period of lease, agreement for lease etc:

From

to

Amount of rent or licence fee:

\$  per  (period)

Is the lease, agreement for lease etc in writing?

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

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

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

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

## 5. Development Act 1993 (repealed)

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

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

**Is this item applicable?**



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

 No

**Are there attachments?**

 Yes

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

Council Search and Development Approval: 100/2008/1375

Condition(s) of authorisation:

Development Approval: 100/2008/1375  
Development Description: Three dwellings, one two storey and two single storey all with associated carports  
Date of Decision: 20/05/2009

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

*Is this item applicable?*

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

*Are there attachments?*

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

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable (if any):

\$

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

*Is this item applicable?*

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

*Are there attachments?*

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

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable (if any):

\$

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

*Is this item applicable?*

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

*Are there attachments?*

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

Date of order:

Terms of order:

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

Amount payable (if any):

\$

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~[Empty box]~~

~~Date of notice:~~

~~[Empty box]~~

~~Requirements of notice:~~

~~[Empty box]~~

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

~~[Empty box]~~

~~Amount payable (if any):~~

~~\$ [Empty box]~~

~~[Form boxes]~~

~~5.6~~ section 57- Land management agreement

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~[Empty box]~~

~~Date of agreement:~~

~~[Empty box]~~

~~Names of parties:~~

~~[Empty box]~~

~~Terms of agreement:~~

~~[Empty box]~~

~~[Form boxes]~~

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~[Empty box]~~

~~Date of notice:~~

~~[Empty box]~~

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

~~[Empty box]~~

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

~~[Empty box]~~

~~[Form boxes]~~

~~5.8 section 69 - Emergency order~~

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~[Empty text box]~~

~~Date of order:~~

~~[Empty text box]~~

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

~~[Empty text box]~~

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

~~[Empty text box]~~

~~Nature of order:~~

~~[Empty text box]~~

~~Amount payable (if any):~~

~~\$ [Empty text box]~~

~~[Form checkboxes]~~

~~5.9 section 71 - Fire safety notice~~

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~[Empty text box]~~

~~Date of notice:~~

~~[Empty text box]~~

~~Name of authority giving notice:~~

~~[Empty text box]~~

~~Requirements of notice:~~

~~[Empty text box]~~

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

~~[Empty text box]~~

~~Amount payable (if any):~~

~~\$ [Empty text box]~~

~~[Form checkboxes]~~

~~5.10 section 84 - Enforcement notice~~

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~[Empty text box]~~

~~Date of notice given:~~

~~[Empty text box]~~

~~[Form checkboxes]~~

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

Name of relevant authority giving notice:

Nature of directions contained in notice:

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

Amount payable (if any):

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

*Is this item applicable?*

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

*Are there attachments?*

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

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

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

~~5.12 Part 11 Division 2 - Proceedings~~

*Is this item applicable?*

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

*Are there attachments?*

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

Date of commencement of proceedings:

Date of determination or order (if any):

Terms of determination or order (if any):

## 6. Repealed Act conditions

~~6.1~~ Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1967* (repealed)

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Nature of condition(s):~~

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

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

## 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):

Certificate of Emergency Services Levy payable

Date of notice:

22-01-2026

Amount of levy payable:

\$0.00

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

## 19. Land Tax Act 1936

19.1 Notice, order or demand for payment of land tax

**Is this item applicable?**



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

**Are there attachments?**

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

Certificate of Land Tax payable

Date of notice, order or demand:

22/01/2026

Amount payable (as stated in the notice):

\$0.00

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## 21. Local Government Act 1999

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

**Is this item applicable?**



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

**Are there attachments?**

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

Local Government search - rates page

Date of notice, order etc:

23/01/2026

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

City of Marion

Land subject thereto:

Certificate of title - Volume: 6041 Folio: 854  
42A Nilpena Avenue, Park Holme SA 5043

Nature of requirements contained in notice, order etc:

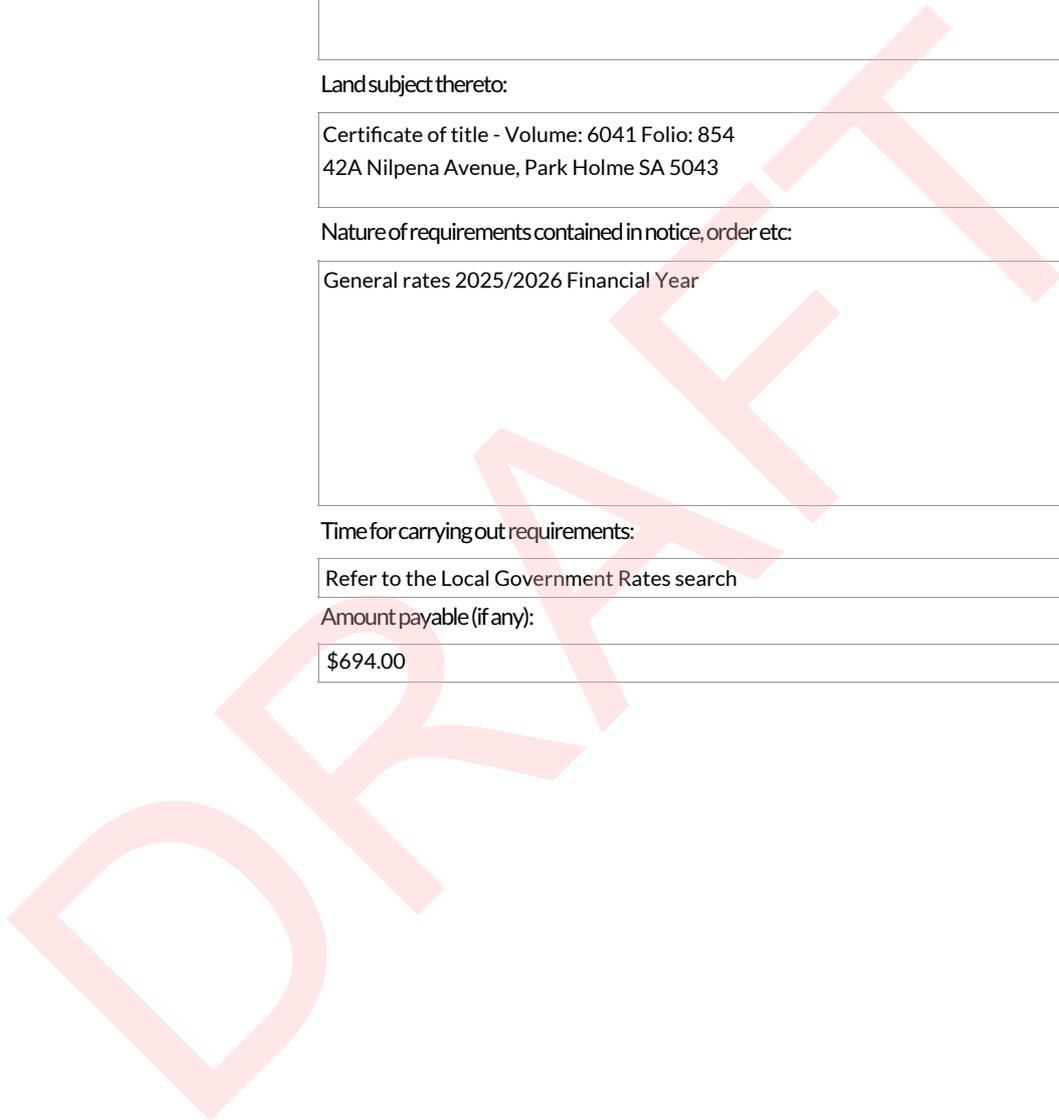
General rates 2025/2026 Financial Year

Time for carrying out requirements:

Refer to the Local Government Rates search

Amount payable (if any):

\$694.00



## 29. Planning, Development and Infrastructure Act 2016

29.1 Part 5 - Planning and Design Code

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

**Is this item applicable?**

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

**Are there attachments?**

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

Property Interest Report and Data extract for section 7 search purposes

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

Zones: Housing Diversity Neighbourhood (HDN)  
Subzones: No  
Zoning overlays: See attached Data extract for section 7 search purposes

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

Is the land designated as a local heritage place?

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

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

**Note** - For further information about the Planning and Design Code visit <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?~~

~~Are there attachments?~~

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

~~Date of authorisation:~~

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

~~Condition(s) of authorisation:~~

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of notice:~~

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

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

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

~~29.4~~ section 140 – Notice requesting access

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Name of person requesting access:~~

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

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

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of order:~~

~~Terms of order:~~

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

~~Amount payable (if any):~~

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Requirements of notice:~~

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

~~Amount payable (if any):~~

~~29.7~~ section 155 - Emergency order

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of order:~~

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

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

~~Nature of order:~~

~~Amount payable (if any):~~

~~29.8~~ section 157 – Fire safety notice

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Name of authority giving notice:~~

~~Requirements of notice:~~

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

~~Amount payable (if any):~~

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of agreement:~~

~~Names of parties:~~

~~Terms of agreement:~~

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date requirement given:~~

~~Name of body giving requirement:~~

~~Nature of requirement:~~

~~Contribution payable (if any):~~

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of agreement:~~

~~Names of parties:~~

~~Terms of agreement:~~

~~Contribution payable (if any):~~

~~29.12 Part 16 Division 1 Proceedings~~

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of commencement of proceedings:~~

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

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

~~29.13 section 213 Enforcement notice~~

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date notice given:~~

~~Name of designated authority giving notice:~~

~~Nature of directions contained in notice:~~

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

~~Amount payable (if any):~~

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

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

~~Date order made:~~

~~Name of court that made order:~~

~~Action number:~~

~~Names of parties:~~

~~Terms of order:~~

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

DRAFT

## 34. Water Industry Act 2012

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

*Is this item applicable?*



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

 Yes

*Are there attachments?*

 Yes

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

SA Water certificate

Date of notice or order:

22/01/2026

Name or person or body who served notice or order:

South Australian Water Corporation

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

\$0.00

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

Payment of SA Water Rates and Charges

DRAFT

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

1 Name of community corporation:   
Address of community corporation:

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

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

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

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

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

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

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

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

4 Documents supplied by the community corporation that are enclosed:

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

;

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

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

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

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

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

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

Not Applicable

6 The following documents are enclosed:

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

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

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

Name: John Haynes

Address: 42A Nilpena Avenue

Park Holme SA 5043

**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:

Bow Pty Ltd

2 Name of insurer:

CGU Insurance Ltd

3 Limitations on the liability of the insurer:

\$150,000

4 Name of builder:

Bow Pty Ltd ACN: 062559291 trading as Atf Bowbridge Family Trust T/as Westbridge Homes ABN: 83678083549

5 Builder's licence number:

NA

6 Date of issue of insurance:

15/01/2009

7 Description of insured building work:

Construction of new residential dwelling

### Exemption from holding insurance:

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

No

If YES, give details:

(a) Date of the exemption:

(b) Name of builder granted the exemption:

(c) Licence number of builder granted the exemption:

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

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



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

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

#### Governance

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

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

#### Use of your property

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

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

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

#### Are you buying a debt?

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

#### Expenses

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

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

#### Guarantee

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

#### Contracts

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

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

#### Buying off the plan

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

#### Mixed use developments—voting rights

You may be buying into a group that is run by several different community corporations. This is common in mixed use developments, for example, where a group of apartments is combined with a hotel or a group of shops. If there is more than 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). Information and the 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 -

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

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

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

**Dated** (dd/mm/yyyy) :

Signed: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Purchaser(s)

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

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

## Buyers information notice

### Prescribed notice to be given to purchaser

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

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

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

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

## Warning notice

Financial and investment advice

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

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

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

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



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 6041 Folio 854

**Parent Title(s)** CT 5738/132  
**Creating Dealing(s)** ACT 11220667  
**Title Issued** 27/08/2009      **Edition** 4      **Edition Issued** 27/09/2019

### Estate Type

FEE SIMPLE

### Registered Proprietor

JOHN GREGORY HAYNES  
OF 19 BALMAIN DRIVE NORTHGATE SA 5085

### Description of Land

LOT 2 PRIMARY COMMUNITY PLAN 25634  
IN THE AREA NAMED PARK HOLME  
HUNDRED OF ADELAIDE

### Easements

NIL

### Schedule of Dealings

NIL

### Notations

**Dealings Affecting Title** NIL

**Priority Notices** NIL

#### Notations on Plan

Lodgement Date	Dealing Number	Description	Status
07/07/2009	11220668	BY-LAWS	FILED

**Registrar-General's Notes** NIL

**Administrative Interests** NIL

REAL PROPERTY ACT, 1886



South Australia

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.



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HUNDRED OF ADELAIDE

### Easements

NIL

### Schedule of Dealings

NIL

### Notations

**Dealings Affecting Title** NIL**Priority Notices** NIL

#### Notations on Plan

Lodgement Date	Dealing Number	Description	Status
07/07/2009	11220668	BY-LAWS	FILED

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

# Property Interest Report

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

Title Reference	CT 6041/854	Reference No. 2748604
Registered Proprietors	J G*HAYNES	Prepared 21/01/2026 16:02
Address of Property	42A NILPENA AVENUE, PARK HOLME, SA 5043	
Local Govt. Authority	THE CORPORATION OF THE CITY OF MARION	
Local Govt. Address	PO BOX 21 OAKLANDS PARK SA 5046	

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<br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>  | Refer to the Certificate of Title  |
| 1.2 | Easement<br>(whether over the land or annexed to the land)<br><br>Note--"Easement" includes rights of way and party wall rights<br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>   | Refer to the Certificate of Title  |
| 1.3 | Restrictive covenant<br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>  | Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance |
| 1.4 | Lease, agreement for lease, tenancy agreement or licence<br>(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.)<br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title<br>also<br>Contact the vendor for these details            |
| 1.5 | Caveat   | Refer to the Certificate of Title  |
| 1.6 | Lien or notice of a lien   | Refer to the Certificate of Title  |

### 2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

### 3. ***Burial and Cremation Act 2013***

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

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

## 6. Repealed Act conditions

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

## 7. Emergency Services Funding Act 1998

- 7.1 section 16 - Notice to pay levy  
**An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.**  
**Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates [www.revenuesaonline.sa.gov.au](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
<b>9. <i>Fences Act 1975</i></b>		
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
<b>10. <i>Fire and Emergency Services Act 2005</i></b>		
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
<b>11. <i>Food Act 2001</i></b>		
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
<b>12. <i>Ground Water (Qualco-Sunlands) Control Act 2000</i></b>		
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
<b>13. <i>Heritage Places Act 1993</i></b>		
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
<b>14. <i>Highways Act 1926</i></b>		
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
<b>15. <i>Housing Improvement Act 1940 (repealed)</i></b>		
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
<b>16. <i>Housing Improvement Act 2016</i></b>		

- |      |  |  |
|------|--|--|
| 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
<b>19.</b>	<b><i>Land Tax Act 1936</i></b>	
19.1	Notice, order or demand for payment of land tax	<p><b>A Land Tax Certificate will be forwarded.</b>  <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></p> <p>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>
<b>20.</b>	<b><i>Local Government Act 1934 (repealed)</i></b>	
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
<b>21.</b>	<b><i>Local Government Act 1999</i></b>	
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
<b>22.</b>	<b><i>Local Nuisance and Litter Control Act 2016</i></b>	
22.1	section 30 - Nuisance or litter abatement notice	Contact the Local Government Authority for other details that might apply
<b>23.</b>	<b><i>Metropolitan Adelaide Road Widening Plan Act 1972</i></b>	
23.1	section 6 - Restriction on building work	Transport Assessment Section within DIT has no record of any restriction affecting this title
<b>24.</b>	<b><i>Mining Act 1971</i></b>	
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 [DEWaterlicensing@sa.gov.au](mailto:DEWaterlicensing@sa.gov.au).

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## Certificate of Title

Title Reference: CT 6041/854  
Status: CURRENT  
Edition: 4

## 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
07/07/2009	24/08/2009	11220668	BY-LAWS	FILED	C25634

## Registrar-General's Notes

No Registrar-General's Notes exist for this title

## Certificate of Title

**Title Reference:** CT 6041/854  
**Status:** CURRENT  
**Parent Title(s):** CT 5738/132  
**Dealing(s) Creating Title:** ACT 11220667  
**Title Issued:** 27/08/2009  
**Edition:** 4

## Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
11/09/2019	27/09/2019	13172724	DISCHARGE OF MORTGAGE	REGISTERED	11821797
18/09/2012	03/10/2012	11821797	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.
18/09/2012	03/10/2012	11821796	TRANSFER	REGISTERED	JOHN GREGORY HAYNES
18/09/2012	03/10/2012	11821795	DISCHARGE OF MORTGAGE	REGISTERED	11257516
17/09/2009	09/10/2009	11257516	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.
17/09/2009	09/10/2009	11257515	TRANSFER	REGISTERED	LISA LEANNE BOWBRIDGE
17/09/2009	09/10/2009	11257514	DISCHARGE OF MORTGAGE	REGISTERED	10887153
24/01/2008	12/02/2008	10887153	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.

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**Order Details**

<b>Products Ordered</b>	SA Water Special Meter Reading
<b>Property Location</b>	42A NILPENA AVENUE, PARK HOLME, SA 5043
<b>Valuation Number</b>	1011107107
<b>Reference</b>	2748604
SA Water will respond	

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## Certificate of Title

**Title Reference** CT 6041/854  
**Status** CURRENT  
**Easement** NO  
**Owner Number** 1594774\*  
**Address for Notices** POST OFFICE BOX 2159, NORMANVILLE, SA 5204  
**Area** 177m<sup>2</sup> (CALCULATED)

## Estate Type

Fee Simple

## Registered Proprietor

JOHN GREGORY HAYNES  
OF 19 BALMAIN DRIVE NORTHGATE SA 5085

## Description of Land

LOT 2 PRIMARY COMMUNITY PLAN 25634  
IN THE AREA NAMED PARK HOLME  
HUNDRED OF ADELAIDE

## Last Sale Details

**Dealing Reference** TRANSFER (T) 11821796  
**Dealing Date** 17/09/2012  
**Sale Price** \$350,000  
**Sale Type** TRANSFER FOR FULL MONETARY CONSIDERATION

## Constraints

### Encumbrances

NIL

### Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
1011107107	CURRENT	42A NILPENA AVENUE, PARK HOLME, SA 5043

## Notations

### Dealings Affecting Title

NIL

### Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
07/07/2009 11:50	11220668	BY-LAWS	FILED

### Registrar-General's Notes

NIL

### Administrative Interests

NIL

### Valuation Record

<b>Valuation Number</b>	1011107107
<b>Type</b>	Site & Capital Value
<b>Date of Valuation</b>	01/01/2025
<b>Status</b>	CURRENT
<b>Operative From</b>	01/07/2010
<b>Property Location</b>	42A NILPENA AVENUE, PARK HOLME, SA 5043
<b>Local Government</b>	MARION
<b>Owner Names</b>	JOHN GREGORY HAYNES
<b>Owner Number</b>	1594774*
<b>Address for Notices</b>	POST OFFICE BOX 2159, NORMANVILLE, SA 5204
<b>Zone / Subzone</b>	HDN - Housing Diversity Neighbourhood
<b>Water Available</b>	Yes
<b>Sewer Available</b>	Yes
<b>Land Use</b>	1220 - Maisonette
<b>Description</b>	5H CP
<b>Local Government Description</b>	Residential

### Parcels

Plan/Parcel	Title Reference(s)
C25634 LOT 2	CT 6041/854

### Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$320,000	\$600,000			
Previous	\$290,000	\$530,000			

### Building Details

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<b>Valuation Number</b>	1011107107
<b>Building Style</b>	Conventional
<b>Year Built</b>	2009
<b>Building Condition</b>	Very Good
<b>Wall Construction</b>	Rendered
<b>Roof Construction</b>	Galvanised Iron
<b>Equivalent Main Area</b>	106 sqm
<b>Number of Main Rooms</b>	5

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

DRAFT

# LOCAL GOVERNMENT INQUIRY CERTIFICATE

Section 7 of Land and Business (Sale and Conveyancing) Regulations



Certificate No: **846**  
Receipt No:  
Reference No:

Date: **Friday, 23 January 2026**  
Fax No:

PO Box 21, Oaklands Park  
South Australia 5046

245 Sturt Road, Sturt  
South Australia 5047

T (08) 8375 6600

F (08) 8375 6699

E council@marion.sa.gov.au

**Searchlight Technology**  
**PO Box 232**  
**RUNDLE MALL SA 5000**

## CERTIFICATE

*Section 187 of the Local Government Act*

Assessment Number: **520064**  
Valuer General No.: **1011107107**  
Property Description: **Lot: 2 CP: 25634 CT: 6041/854**  
Property Address: **42A Nilpena Avenue PARK HOLME 5043**  
Owner: **J G Haynes**

*Additional Information:*

*I certify in terms of Section 187 of the Local Government Act the following rates and charges are outstanding as at the date of this certificate:*

Rates/Natural Resources Levy:	Total
<b>Rates for the current year</b> (includes Regional Landscape Levy)	\$ 1,388.80
Overdue/Arrears	\$ 0.00
Interest	\$ 0.00
Adjustments	\$ 0.00
Legal Fees	\$ 0.00
Less Payments Received	-\$ 694.80
Less Capping Rebate (if applicable)	\$ 0.00
Less Council Rebate	\$ 0.00
<b>Debtor:</b> Monies outstanding (which are a charge on the land) in addition to Rates due	\$ 0.00
<b>Total Outstanding</b>	<b>\$ 694.00</b>

**Please be advised:** The first instalment is due **1<sup>st</sup> September 2025** with four quarterly instalments falling due on 01/09/2025, 01/12/2025, 02/03/2026 and 01/06/2026. Fines will be added to any current amount not paid by the due date (at the rate prescribed in the Local Government Act 1999).

**Please phone the Rates Dept on 8375 6600 prior to settlement** to ascertain the exact balance of rates payable including fines if applicable.

**BPAY Details for Council Rates:**

**Biller Code:** 9613

**Reference Number:** Assessment Number as above

# CERTIFICATE

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



**Searchlight Technology**  
**PO Box 232**  
**RUNDLE MALL SA 5000**

Assessment No: **520064**  
 Certificate of Title: **Lot: 2 CP: 25634 CT: 6041/854**  
 Property Address: **42A Nilpena Avenue PARK HOLME 5043**  
 Owner: **J G Haynes**

**Prescribed information statement in accordance with Section 7 of the Land and Business (Sale and Conveyancing) Act 1994:**

<b>Development Act 1993 (repealed)</b>		
section 42—Condition (that continues to apply) of a development authorisation?		100/2008/1375
section 50(1)—Requirement to vest land in a council or the Crown to be held as open space		Nil
section 50(2)—Agreement to vest land in a council or the Crown to be held as open space		Nil
section 55—Order to remove or perform work		Nil
section 56—Notice to complete development		Nil
section 57—Land management agreement		Nil
section 69—Emergency order		Nil
section 71—Fire safety notice		Nil
section 84—Enforcement notice		Nil
section 85(6), 85(10) or 106—Enforcement order		Nil
Part 11 Division 2—Proceedings		Nil
<b>Planning, Development and Infrastructure Act 2016</b>		
Part 5 - Planning and Design Code	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?	Click the link to check if a Code Amendment applies:  <a href="#">Code Amendment Map Viewer</a>
	Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code)	See attached PlanSA Data Extract
	Is there a State heritage place on the land or is the land situated in a State heritage area?	
	Is the land designated as a local heritage place?	
	Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?	
section 127—Condition (that continues to apply) of a development authorisation		
section 192 or 193—Land management agreement		
section 141—Order to remove or perform work		Nil
section 142—Notice to complete development		Nil
section 155—Emergency order		Nil

section 157—Fire safety notice	Nil
section 198(1)—Requirement to vest land in a council or the Crown to be held as open space	Nil
section 198(2)—Agreement to vest land in a council or the Crown to be held as open space	Nil
Part 16 Division 1—Proceedings	Nil
section 213—Enforcement notice	Nil
section 214(6), 214(10) or 222—Enforcement order	Nil
<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 1966</i> (repealed)	Nil
<b>Fire and Emergency Services Act 2005</b>	
section 105F (or section 56 or 83 (repealed)—Notice to take action to prevent outbreak or spread of fire	Nil
<b>Food Act 2001</b>	
section 44—Improvement notice	Nil
section 46—Prohibition order	Nil
<b>Housing Improvement Act 1940 (repealed)</b>	
section 23—Declaration that house is undesirable or unfit for human habitation	Nil
<b>Local Government Act 1934 (repealed)</b>	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
<b>Local Government Act 1999</b>	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
<b>Local Nuisance and Litter Control Act 2016</b>	
section 30—Nuisance or litter abatement notice	Nil
<b>Land Acquisition Act 1969</b>	
section 10—Notice of intention to acquire	Nil
<b>Public and Environmental Health Act 1987 (repealed)</b>	
Part 3—Notice	Nil
<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—</i> Condition (that continues to apply) of an approval	Nil
<i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—</i> Maintenance order (that has not been complied with)	Nil
<b>South Australian Public Health Act 2011</b>	
section 92—Notice	Nil
<i>South Australian Public Health (Wastewater) Regulations 2013 Part 4—</i> Condition (that continues to apply) of an approval	Nil
<b>Particulars of building indemnity insurance</b>	See Attached

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 repealed Development Act 1993 or the Planning, Development and Infrastructure Act 2016)?

**No**

Description of the nature of the development(s) approved:

Note—

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

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

*It should be noted that—*

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

---

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

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

I, Harry Gunn, Administration Officer of the City of Marion certify that the information provided in these responses is correct.

Sign:



**Date: Friday, 23 January 2026**

## DECISION NOTIFICATION FORM

### DEVELOPMENT ACT 1993

**DEVELOPMENT APPLICATION NUMBER:** 100/1375/2008  
**DATED:** 13/05/2009  
**REGISTERED ON:** 20/05/2009

<b>TO:</b>	WESTBRIDGE HOMES PO BOX 249 GLENELG SA 5045
------------	---

#### LOCATION OF PROPOSED DEVELOPMENT

42 Nilpena Avenue Park Holme 5043  
LOT: 481 DP: 3102 CT: 5738/132

#### DESCRIPTION OF PROPOSED DEVELOPMENT

Three dwellings, one two storey and two single storey all with associated carports

*In respect of this proposed development you are informed that:*

NATURE OF DECISION	DECISION	DATE OF DECISION	NUMBER OF CONDITIONS
Development Plan Consent	Granted	13/10/2008	11
Building Rules Consent	Granted (by Private Certifier)	13/05/2009	2
<b>DEVELOPMENT APPROVAL</b>	Granted	20/05/2009	13

The building classification under the Building Code is Class 1A,

Conditions imposed on this consent and the reasons for imposing those conditions are set out in the attached sheet(s). Important information that may affect this consent can also be found under 'NOTES' and on the back of this page.

---

**DEVELOPMENT APPLICATION NUMBER:** 100/1375/2008  
**APPLICANT:** WESTBRIDGE HOMES  
**LOCATION:** 42 Nilpena Avenue Park Holme 5043  
LOT: 481 DP: 3102 CT: 5738/132  
**DESCRIPTION OF DEVELOPMENT:** Three dwellings, one two storey and two single storey all with associated carports  
**DECISION:** Development Approval Granted  
**DATE OF DECISION:** 20/05/2009

---

### DEVELOPMENT PLAN CONSENT

GRANTED

Reasons For Decision:

Consent is granted as the proposed development is considered to accord sufficiently with the provisions of the Development Plan.

The following conditions have been imposed to reasonably ensure that the development will not impair the orderly and proper planning of the locality or detrimentally affect the amenity of the locality, having particular regard to the Objectives and Principles of Development Control applicable to such a use in the locality.

Conditions of Consent:

- (1) The development shall proceed in accordance with the plans and details submitted with and forming part of Development Application No.100/1375/2008 except when varied by the following conditions of consent.
- (2) Where the driveway crosses the front boundary, the finished ground level shall be between 50mm and 150mm above the top of kerb.
- (3) All buildings and paved areas shall be connected to a stormwater collection and disposal system that is connected to the street watertable or, where relevant, back of block drainage pipes.
- (4) Stormwater from the structure approved herein shall be collected and directed into a detention tank (or tanks) which are sized and installed in accordance with the specifications contained in Council's Information Sheet "Stormwater Detention" to the reasonable satisfaction of the Council (copies of relevant documents are attached).
- (5) The stormwater collection and disposal system shall be connected to the street watertable (inclusive of any system that connects to the street watertable via detention or rainwater tanks) immediately following roof completion and gutter and downpipe installation.

- (6) Dust emissions from the site during construction shall be controlled by a dust suppressant or by watering regularly to the reasonable satisfaction of the Council.
- (7) All runoff and stormwater from the subject site during the construction phase must be either contained on site or directed through a temporary sediment trap or silt fence, prior to discharge to the stormwater system, to the reasonable satisfaction of the Council. (Acceptable ways of controlling silt and runoff during construction can be found in the Stormwater Pollution Prevention Code of Practice issued by the Environment Protection Authority).
- (8) Measures to prevent silt and mud from vehicle tyres and machinery being transported onto the road shall be installed and maintained at all times during the construction phase of the development, to the reasonable satisfaction of the Council. (A suggested measure is to install a gravelled construction exit with wash down facilities).
- (9) 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 prior to the occupation of the premises to the reasonable satisfaction of the Council.
- (10) All existing vegetation nominated to be retained and all new vegetation to be planted 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.
- (11) All car parking spaces, driveways, and vehicle manoeuvring areas shall be maintained in a good condition at all times to the reasonable satisfaction of the Council.

## **BUILDING RULES CONSENT**

**GRANTED**

### Conditions of Consent:

Please refer to the attached copy of your Private Certifier's Building Rules Consent for Conditions of Consent (if applicable).

## NOTES:

### General:

- (1) Before commencing any site works, a temporary vehicular access to the property for machinery, delivery of building materials and general vehicles should be provided. In the case where no driveway invert exists, the kerb can be saw cut and removed at the intended location for the new driveway invert to provide the necessary temporary access. In addition, if a paved Council footpath exists, this should also be removed in alignment with the removed section of kerb. The applicant should also take note of other information provided regarding use of, damage to and construction on Council owned land.
- (2) In assessing your application it has been determined that it is likely that you will be undertaking work that may affect the stability of adjoining land. Section 60 of the Development Act 1993 and Regulation 75 of the Development Regulations 1993, prescribe that your neighbour has a right to be notified by you 28 days prior to you undertaking that work. This is to enable your neighbour to obtain a report for which you are obliged to pay, that specifies any work that is required to be undertaken to ensure the stability of your neighbour's property is maintained during and following the undertaking of the work you propose. You should make yourself aware of these requirements before proceeding.
- (3) Council requires at least one business days notice of the following stages of building work:-
  - a) prior to the placement of any concrete for footings or other structural purposes (Note - Where an engineer carries out an inspection, Council will also require a copy of the inspection certificate); and
  - b) at the completion of wall and roof frames prior to the fixing of any internal linings.
- (4) On completion of building work, the Development Act requires that a signed Statement of Compliance from the licensed builder be provided to the relevant authority declaring that the building work carried out is in accordance with the relevant approvals (pursuant to Regulation 83AB of the Development Regulations 1993).

### Appeal Rights:

- (1) If you are not satisfied with this decision, there may be a right of appeal to you. Applicants have the right to appeal against a refusal or the imposition of any conditions or requirements on any consent issued, unless the application was for a non-complying kind of development. An appeal by an applicant must be lodged within two (2) months of receiving notice of the decision. Where Category Three public notification was involved, persons who lodged written representations during the formal consultation period, have the right to appeal against any decision made on that application. An appeal by a third party must be lodged within fifteen (15) business days of the date of the decision. All appeals are lodged with the Environment, Resources and Development Court, Sir Samuel Way Building, Victoria Square, Adelaide, telephone: 8204 0300.

Approval Timeframes:

- (1) The proposed development must:
- be substantially commenced within twelve months from the date full Development Approval is granted; and
  - be completed within three years of full Development Approval being granted noting that the operative date of any consent or approval, is subject to any appeal where applicable being finally determined.

<b>Signed:</b>	 <b>Matthew Falconer</b> Authorised Officer
<b>Date:</b>	20 5 109

Cc:

Bow Pty Ltd  
PO Box 249  
Glenelg SA 5045

## STATEMENT OF COMPLIANCE

Pursuant to Regulation 83AB of the Development Act, this form needs to be completed and returned to Council following the completion of all building work (with the exception of Class 10 buildings)

This statement relates to building work located at 42 Nilpena Avenue Park Holme 5043 – LOT: 481 DP: 3102 CT: 5738/132. Namely, Three dwellings, one two storey and two single (Building Classification – 1A,1A), approved by Council on 20/05/2009, as part of Development Application No. 100/1375/2008.

### PART A – BUILDER'S STATEMENT

This part of the statement must be signed by the building work contractor responsible for carrying out the relevant building work, or, if there is no such person, by a registered building work supervisor or a private certifier.

I certify the following:

1. The building work described above (disregarding any variation of a minor nature that has no adverse effect on the structural soundness or safety of the building, or on the health of the occupants of the building, or any variation undertaken with the consent of the relevant authority) has been performed in accordance with the documents referred to in Part B.
  2. All service connections have been made in accordance with the requirements of the relevant supply authority.\*  
*\*Strike out if not relevant*
  3. All requirements under regulation 76(3) of the Development Regulations 1993 relating to essential safety provisions have been satisfied.\* *\*Strike out if not relevant*
- All notifications required under section 59 of the Development Act 1993 have been given in accordance with that Act and the requirements of the Development Regulations 1993.\* *\*Strike out if not relevant*

Signed:.....Date:.....

Name (in BLOCK letters):.....

Relationship to the development: .....

*(i.e. licensed Building Work Contractor, Private Certifier, Registered Building Work Supervisor)*

Licence Number (if applicable): .....

Address: .....

Contact Phone Numbers: .....

### PART B – OWNER'S STATEMENT

This part of the statement must be signed by the owner of the relevant land, or by someone acting on his or her behalf.

I certify the following:

1. The documents (including all contract documents, attachments, instructions, annotations, variations and clarifying correspondence) issued for the purposes of the building work described above (disregarding any variation of a minor nature that has no adverse effect on the structural soundness or safety of the building, or on the health of the occupants of the building, or any variation undertaken with the written consent of the relevant authority) are consistent with the relevant development approval issued on 20/05/2009.
2. Any conditions of approval relating to the building work have been satisfied.

Signed:.....Date:.....

Name (in BLOCK letters):.....

Address: .....

Contact Phone Numbers: .....

NOTE: Pursuant to section 45(1) of the Development Act 1993, a person must not perform building work or cause it to be performed, except in accordance with technical details, particulars, plans, drawings and specifications approved under the Act.

**THIS STATEMENT MUST BE ACCOMPANIED BY ANY CERTIFICATES, REPORTS OR OTHER DOCUMENTS SPECIFIED BY THE RELEVANT AUTHORITY FOR THE PURPOSES OF REGULATION 83AB OF THE DEVELOPMENT REGULATIONS 1993**

**Development Approval –**  
**MANDATORY Notifications to Council**

**Development Application Number:** 2008/1375  
**Description of Proposed Development:** Three dwellings, one two single storey  
and two single storey all with associated  
carports  
**Location of Proposed Development:** 42 Nilpena Avenue Park Holme 5043

Section 59 of the Development Act, 1993 requires the following mandatory notifications to be submitted to Council 24 hours prior to the commencement of each stage.

**1. The following notifications are required for your Approval of a Class 1 or 2 Building:**  
(please tick the relevant notification)

- Commencement of building works on site: Date / /
- Commencement of pouring of footings: Date / /
- Completion of cavity masonry walls: Date / /
- Completion of party walls: Date / /
- Completion of wall & roof frames: Date / /
- Completion of building work: Date / /

**Please provide a contact name and phone number:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**PLEASE FAX NOTIFICATIONS TO: (08) 8375 6899**

**DECISION NOTIFICATION FORM**

**DEVELOPMENT NO.: 100/1375/2008**

**PBS REFERENCE NO.: 16452**

DEVELOPMENT APPLICATION Received: 16 April 2009

To: Westbridge Homes  
 PO Box 249  
 GLENELG SA 5045

**LOCATION OF PROPOSED DEVELOPMENT**

**42 Nilpena Avenue PARKHOLME**

**NATURE OF PROPOSED DEVELOPMENT**

Three Dwellings with Carports (One Two Storey & Two Single Storey)

**IN RESPECT OF THIS PROPOSED DEVELOPMENT YOU ARE INFORMED THAT:**

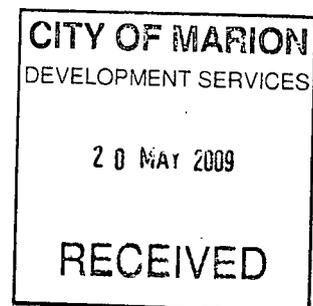
NATURE OF DECISION	CONSENT GRANTED	NUMBER OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
<u>Development Plan Consent</u>	13.10.2008	ELEVEN		
<u>Building Rules Consent</u>	13.05.2009	TWO		
<u>Development Approval</u>	<b>TO BE ISSUED BY COUNCIL</b>			

Reasons for this decision, any conditions imposed and the reasons for imposing those conditions are set out in the attached sheet.

This building has been assigned a classification **1a & 10a** for the purposes of Section 66 of the Development Act.

Dated: 13 May 2009  
 Signed: Grant Riches

  
 Building Surveyor / Private Certifier



**NO WORK CAN COMMENCE ON THIS DEVELOPMENT UNLESS A DEVELOPMENT APPROVAL HAS BEEN OBTAINED. IF ONE OR MORE CONSENTS HAVE BEEN GRANTED ON THIS NOTIFICATION FORM, YOU MUST NOT START ANY SITE WORKS OR BUILDING WORK OR CHANGE THE USE OF THE LAND UNTIL YOU HAVE ALSO RECEIVED NOTIFICATION OF A DEVELOPMENT APPROVAL.**

### **BUILDING RULES CONSENT CONDITIONS**

- 1 As a composite engineered system wall, floor and roof framing layout plans certified by structural engineer are to be submitted to PBS Australia prior to any part of framing being constructed.
- 2 The development shall be undertaken in accordance with the Council approved Development Plan Consent plans and conditions subject only to the variations specified in the Schedule 22A – Certificate of Consistency.
- 3 The top plate to the lower storey of the two storey shall be 2 / 45 x 90.

### **BUILDING RULES CONSENT NOTES**

- 1 Notification by the owner must be given to the Council at the following stages:
  - one business day's notice of the intended commencement of building work on the site, and
  - one business days notice of the completion of the building work.Council may have a requirement to be notified at other stages of construction. It is strongly recommended you read all documentation from Council to ensure you do not commit an offence under the Development Act 1993.
- 2 Notice of intended commencement of building work must also include the name, address and telephone number of the persons to sign Parts A and B of the Statement of Compliance.
- 3 Owner builders are required to engage a Private Certifier or Registered Building Works Supervisor to inspect and sign a written statement/declaration that the building work has been carried out in accordance with approved documents. Owner builders are urged to satisfy themselves that the practitioner is qualified and insured to perform that function. If licensed subcontractors perform any works they must sign a written statement relating to those works.
- 4 Where a domestic building work contract > \$12,000 is to be entered into with a builder or if the owner is a licensed builder, the owner must, pursuant to Regulation 21 of the Development Regulations 1993, ensure that a Certificate of Indemnity Insurance is lodged with **Professional Building Services Australia** on or before three business day's of the commencement of the building work.
- 5 Pursuant to Regulation 83 AB (Class 1a buildings) of the Development Regulations 1993 the licensed builder or if there is no licensed builder a private certifier or registered building work supervisor must provide Professional Building Services Australia with a written statement declaring that the building work has been carried out in accordance with the building Consent documents. This statement must be provided within 10 days after occupation of the dwelling.
- 6 All members of the community have a general environmental duty under the Environment Protection Act. The Environment Protection Agency Code of Practice for the Building and Construction Industry provides benchmarks of best practice and contains certain mandatory provisions for preventing contaminants entering the stormwater system.

- 7 This Consent does not, and shall not, be constructed to signify Professional Building Services Australia's approval of any building or structure which is, or may be subject to the provisions of the Electricity Trust of South Australia's Regulations controlling building or development within prescribed distances of overhead power supply lines, or alternatively, underground power supply lines. For further information contact the Electricity Trust of South Australia.

DRAFT



COUNCIL COPY

# BUILDING INDEMNITY INSURANCE

Local Authority Copy

**CGU POLICY CERTIFICATE NUMBER: 05.HWI.0093210.05**

Building Work Contractors Act 1995, section 34

## CERTIFICATE IN RESPECT OF INSURANCE DOMESTIC BUILDING WORK BY CONTRACTORS

A policy of insurance that complies with Division 3 of Part 5 of the *Building Work Contractors Act 1995* has been issued by CGU Home Warranty Insurance, a division of CGU Insurance Ltd ABN 27 004 478 371:

in favour of:  
Bow Pty Ltd

in respect of:  
Construction of new residential dwelling

at:  
42 (H3 Milpena Avenue, Parkholme, Sa 5043

to be carried out by:  
Bow Pty Ltd ACN.062559291 trading as Atf Bowbridge Family Trust T/as  
Westbridge Homes ABN.83678083549

Date: 9th June 2009

Signed for and on behalf of the Insurers:

This Certificate in respect of Insurance is issued for the building contract

dated 15/01/2009  
for the contract sum of \$150,000  
CGU ELIGIBILITY NUMBER: 0502243

CITY OF MANION  
DEVELOPMENT SERVICES  
25 JUN 2009  
RECEIVED

16452



# BUILDING INDEMNITY INSURANCE

Local Authority Copy

**CGU POLICY CERTIFICATE NUMBER: 05.HWL.0093207.05**

Building Work Contractors Act 1995, section 34

## CERTIFICATE IN RESPECT OF INSURANCE DOMESTIC BUILDING WORK BY CONTRACTORS

A policy of insurance that complies with Division 3 of Part 5 of the *Building Work Contractors Act 1995* has been issued by CGU Home Warranty Insurance, a division of CGU Insurance Ltd ABN 27 004 478 371:

in favour of:  
Bow Pty Ltd

in respect of:  
Construction of new residential dwelling

at:  
42 (H2) Milpena Avenue, Parkholme, Sa 5043

to be carried out by:  
Bow Pty Ltd ACN.062559291 trading as Atf Bowbridge Family Trust T/as  
Westbridge Homes ABN.83678083549

Date: 9th June 2009

Signed for and on behalf of the Insurers:

This Certificate in respect of Insurance is issued for the building contract  
dated 15/01/2009  
for the contract sum of \$150,000  
CGU ELIGIBILITY NUMBER: 0502243





# BUILDING INDEMNITY INSURANCE

Local Authority Copy

**CGU POLICY CERTIFICATE NUMBER: 05.HWI.0093203.05**

Building Work Contractors Act 1995, section 34

## CERTIFICATE IN RESPECT OF INSURANCE DOMESTIC BUILDING WORK BY CONTRACTORS

A policy of insurance that complies with Division 3 of Part 5 of the *Building Work Contractors Act 1995* has been issued by CGU Home Warranty Insurance, a division of CGU Insurance Ltd ABN 27 004 478 371:

in favour of:  
Bow Pty Ltd

in respect of:  
Construction of new residential dwelling

at:  
42 (H1) Milpena Avenue, Parkholme, Sa 5048

to be carried out by:  
Bow Pty Ltd ACN.062559291 trading as Atf Bowbridge Family Trust T/as  
Westbridge Homes ABN.83678083549

Date: 9th June 2009

Signed for and on behalf of the Insurers:

This Certificate in respect of Insurance is issued for the building contract  
dated 15/01/2009

for the contract sum of \$150,000  
CGU ELIGIBILITY NUMBER: 0502243



# Data Extract for Section 7 search purposes

Valuation ID 1011107107

**Data Extract Date:** 23/01/2026

## 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:** C25634 FL2

**Certificate Title:** CT6041/854

**Property Address:** 42A NILPENA AV PARK HOLME SA 5043

## Zones

Housing Diversity Neighbourhood (HDN)

## Subzones

No

## Zoning overlays

### Overlays

#### **Airport Building Heights (Regulated) (All structures over 15 metres)**

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

#### **Affordable Housing**

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

#### **Building Near Airfields**

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

#### **Hazards (Flooding - Evidence Required)**

The Hazards (Flooding - Evidence Required) Overlay adopts a precautionary approach to mitigate potential impacts of potential flood risk through appropriate siting and design of development.

#### **Prescribed Wells Area**

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

### **Regulated and Significant Tree**

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

### **Stormwater Management**

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

### **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.

### **Urban Tree Canopy**

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

### **Is the land situated in a State Heritage Place/Area**

No

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

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

### **Is the land designated as a Local Heritage Place**

No

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

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

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

No

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

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

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

## Associated Development Authorisation Information

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

No

## Land Management Agreement (LMA)

No

DRAFT

PURPOSE: PRIMARY COMMUNITY  MAP REF: 6628-50-K  LAST PLAN: FX 53015	AREA NAME: <i>PARK HOLME</i>  COUNCIL: CITY OF MARION  DEVELOPMENT NO: 100/C014/09/001/ 21965	APPROVED:  14.8.09	<h1 style="margin:0;">C 25634</h1> <p>SHEET 1 OF 3</p> <p>V01</p>
		DEPOSITED/FILED:  21.8.2009	

AGENT DETAILS: STATE SURVEYS PTY LTD  
 465b South Road, Keswick SA 5035  
 Phone (08) 8293 2939 Facsimile (08) 8293 2949  
 info@statesurveys.com.au

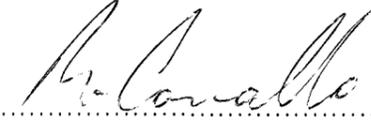
AGENT CODE: SSU9

REFERENCE: 09253

SURVEYORS CERTIFICATION:

I ROCCO CAVALLO ..... a licensed surveyor under the Survey Act 1992, certify that -

- 1) ~~I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan, and~~
- 2) this community plan has been correctly prepared in accordance with the Community Titles Act 1996 to a scale prescribed by regulation

Dated the 9TH day of JUNE 2009  Licensed Surveyor

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER HUNDRED/IA/DIVISION	TOWN	REFERENCE NUMBER
CT	5738	132		ALLOTMENT(S)	481	D	3102 ADELAIDE		

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION

ANNOTATIONS:

THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 9/6/2009

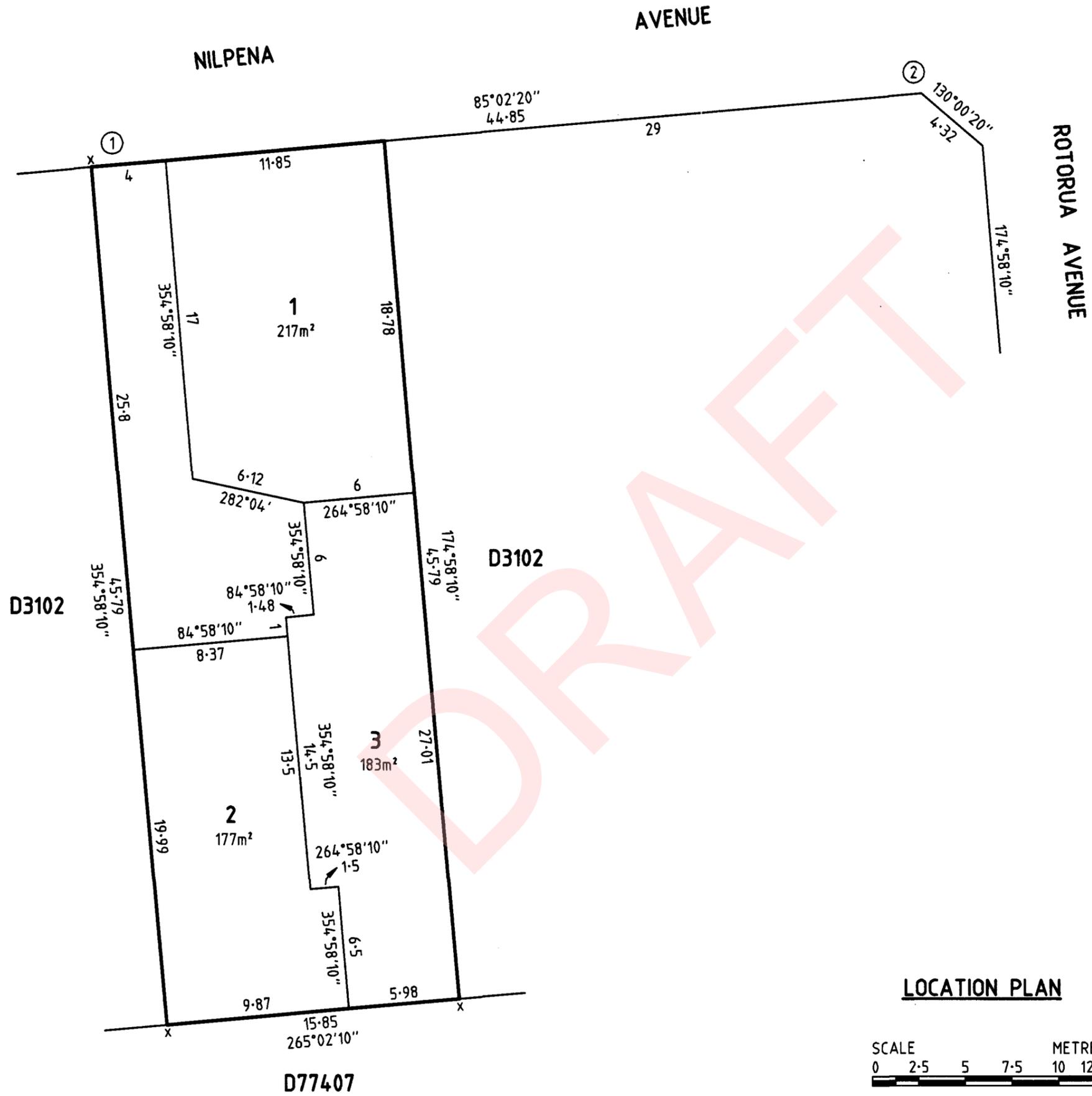
C 25634

SHEET 2 OF 3

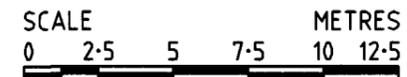
NOR. *sc* V01

BEARING DATUM:(1)-(2) 85°02'20"  
DERIVATION: FX 53015 ADOPTED

TOTAL AREA: 726m<sup>2</sup>



**LOCATION PLAN**



STATE SURVEYS PTY LTD  
 465 South Road, Keswick SA 5035  
 Phone 8293 2939 Fax 8293 2949  
 info@statesurveys.com.au

REFERENCE: 09253  
 VERSION: 10/6/2009 DRAWN: DMS

# LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

# CP 25634

THIS IS SHEET 3 OF 3 SHEETS

APPROVED



DEPOSITED

21 18/ 2009



PRO REGISTRAR-GENERAL

APPLICATION 11220667

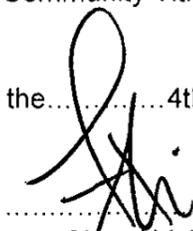
SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
1	3550	
2	3150	
3	3300	
<b>AGGREGATE</b>	<b>10000</b>	

DRAFT

## CERTIFICATE OF LAND VALUER

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

Dated the.....4th.....day of.....June, 2009



Signature of Land Valuer

Orig. LF 11220668



11:50 7-Jul-2009

2 of 2

Fees: \$0.00

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

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

FORM APPROVED BY THE REGISTRAR-GENERAL

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

Prefix
LF
Series No.
2

117

**BELOW THIS LINE FOR AGENT USE ONLY**

AGENT CODE

Lodged by: LD Bowbridge LDB9

Correction to: LD Bowbridge LDB9

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

1. CT 5738/132
2. ....
3. ....
4. ....

Lands Services Group

12:07 22/07/2009 02-000308

REGISTRATION FEE \$117.00

PICK-UP NO.	
CP	

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

ITEM(S)	AGENT CODE
CT'S new	FLM5102
Community Title	LDB9

CORRECTION	PASSED
 FILED 21.8.2009 REGISTRAR GENERAL	

BY-LAWS  
Development No.  
100/C014/09

BY-LAWS  
COMMUNITY PLAN NO.

42 NILPENA AVENUE,  
PARKHOLME SA 5043

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

*Leigh Douglas Bowbridge*  
Leigh Douglas Bowbridge  
11A Richardson Ave

Page 1 of 7 Glenelg North SA 5043.

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COMMUNITY TITLES ACT, 1996

MANAGEMENT BY-LAWS

WARNING

The terms of these By-Laws are binding on the Community Corporation, the owners and occupiers of the community lots and the development lot or lots (if any) comprising the scheme and persons entering the community parcel.

These By-Laws relate to the control and preservation of the essence or theme of the Community Corporation and as such may only be amended or revoked by unanimous resolution of the Community Corporation in accordance with Section 39 of the Community Titles Act (Regulations).

PART 1

PERMITTED USE

1. No Dwelling shall be used or occupied other than as a residence.
2. Alterations to the exterior of the buildings must be harmonious and sympathetic to the design and concept of the development as a whole.

PART 2

RESTRICTED COMMON PROPERTY

There is no restricted Common Property within the Community Corporation.

PART 3

MANDATORY MATTERS

By-Law 1 - Common Property

The Common Property is as and shown on Sheet 2 of the Primary Plan of the scheme together with service lines in respect of water, sewerage, stormwater, electricity, gas and telephone services to the scheme where they serve more than one lot even when they are not contained within the portion of the plan designated as Common Property.

2. The Community Corporation is responsible for the control, management, use and maintenance of the Common Property.

The common Property is available to the proprietors and occupiers of lots and persons authorised by them to pass and to re-pass at all times with or without vehicles to and from the Common Property.

A proprietor or occupier of a lot or a person upon the Common Property by their authority must not park or repair any motor or other vehicle upon the Common Property except in the case of emergency and then only to the extent necessary to remove the vehicle from the Common Property.

The proprietor or occupier of a lot must give notice to the Community Corporation of any damage to or defect in the Common Property immediately they become aware of the damage or defect.

#### By-Law 3 - Garbage

The occupiers of a community lot must provide a garbage bin for the storage of garbage upon their respective lots and to ensure that arrangements are made for the collection of garbage by the local Council or its contractor in accordance with that Council's By-Laws and garbage collection arrangements from time to time.

#### By-Law 4 - Statutory Services

The Community Property includes service lines in respect of water, sewerage, sewerage pump station, stormwater, electricity, gas and telephone services to the scheme where they serve more than one lot even when they are not contained within the portion of the plan designated as Common Property on the Community Plan. The Community Corporation shall be responsible for the maintenance repair and replacement of those services within the Common Property.

#### By-Law 5 - Insurance

A proprietor or occupier of a community lot must not, except with the approval of the Community Corporation, do anything that might:-

Void or prejudice insurance effected by the Registered Proprietors of each Community Lot; or

Increase any insurance premium payable by the Community Corporation.

In addition each proprietor of a lot ;

shall insure all buildings and other improvements on the lot.

The insurance:-

Must be against risks that a normally prudent person would insure against;

Must maintain insurance over their properties and extend the cover to include public indemnity insurance over the common property;

Must be for the full replacement cost of replacing the building or improvements with new materials; and

Must cover incidental costs such as demolition, site clearance and architect's fees.

The proprietor of each lot must provide the Community Corporation, as requested by the Community Corporation from time to time, evidence of a current policy of insurance effected by the proprietor in terms of this By-Law.

#### By-Law 6 - Maintenance of a Building on a Lot

The proprietor or occupier of a lot must keep the lot including, without limitation, the exterior of the building on the lot, clean and tidy and in good repair and condition.

The proprietor or occupier of a lot must carry out all maintenance and repairs to the exterior of the buildings on the lot in a proper and workmanlike manner to the reasonable satisfaction of the Community Corporation.

#### By-Law 7 - Internal Fencing

The Fences Act, 1975 (as amended) applies as between owners of adjoining lots.

#### By-Law 8 - Keeping of Pets

The proprietor or occupier of a lot must not, except with the approval of Community Corporation, keep a pet weighing more than 15 kilograms on the lot or other part of the Common Property.

Notwithstanding By-Law 1 above an occupier of a lot or a visitor to the Community Parcel who suffers from a disability may keep or use a dog that is trained to assist in respect of that disability.

Where a proprietor or occupier of a lot or any other person who is on the Common Property with a proprietor or occupier of a lot's consent (express or implied) brings or keeps a pet on the lot or any other part of the Common Property, that proprietor or occupier is:-

Liable to the proprietor or occupier of their lots and all other persons lawfully on the Common Property for any noise which is disturbing to an extent which is unreasonable and for damage to or loss of property or injury to any person caused by the pet;

Responsible for cleaning up after the pet has used any part of another lot or any part of the Common Property.

#### By-Law 9 - Landscaping

An occupier of a lot shall keep the garden of that lot maintained and clear of rubbish and shall not change the landscaping of that lot so as to substantially alter the environment without the prior written approval of the Community Corporation.

#### By-Law 10 – Community Corporation's Right to Recover Money

The Community Corporation may recover any money owing to it under the By-Laws as a debt.

A proprietor or occupier of a lot must pay or reimburse the Community Corporation on demand for the costs charges and expenses of the Community Corporation in connection with contemplated or actual enforcement, or preservation of any rights under the By-Laws in relation to the proprietor or occupier.

The costs charges and expenses recoverable by the Community Corporation shall include without limitation, those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events

Terms of Instrument not  
Checked by Lands Titles Office

By-Laws  
Development no. 100/C014/09

The Community Corporation may charge interest on any overdue monies owed by a proprietor or occupier of a lot to the Community Corporation at the rate of 2% above the rate quoted by the Community Corporation's Bankers on overdraft accommodation less than \$100,000.00, calculated on daily balances commencing from the day that the monies become due for payment.

By-Law 12 – Right to Lease

Each Registered Proprietor has the right to lease portion of his Lot to the Community Corporation or the other registered proprietor.

SIGNED by the Registered Proprietors

IN WITNESS WHEREOF THE COMPANY  
SEAL OF BOW PTY. LTD. WAS HEREUNTO  
AFFIXED

*Alan E Bowledge*  
DIRECTOR/SECRETARY

*[Signature]*  
DIRECTOR





## COMMUNITY ASSOCIATION RENEWAL SCHEDULE

Please ensure that You carefully review this Schedule, including the Important Information section which outlines Your Duty to take reasonable care not to make a misrepresentation, together with Your PDS and Policy wording and notify Us of any amendments required as soon as possible.

### THE POLICY AND INSURED

POLICY NUMBER	SOAI21000032
REFERENCE NUMBER	21052128.9
PDS AND POLICY WORDING	Community Association PDS and Policy Wording SCI034-Policy-CA-02/2021
THE INSURED	Community Corporation No. 25634 Inc.
SITUATION	42 Nilpena Avenue Park Holme SA 5043
PERIOD OF INSURANCE	Commencement Date: 4.00pm on 25/05/25 Expiry Date: 4.00pm on 25/05/26
DATE OF ISSUE	20/05/25

### POLICY LIMITS / SUMS INSURED

SECTION 1 - COMMUNITY PROPERTY AND INCOME	PART A Community Property	1. Buildings	\$56,779
		3. Terrorism Cover under Section 1 Part A2	Included
	OPTIONAL COVERS	1) Flood	Included
SECTION 2 - CASUALTY COVERS	PART C	Fidelity Guarantee	\$100,000
	PART A	Legal Liability	\$20,000,000
	PART B	Voluntary Workers	Included
	PART D	Government Audit Costs	\$25,000
	PART E	Appeal Expenses – Health and Safety Breaches	\$100,000
	PART F	Legal Defence Expenses	\$50,000

### EXCESS

You must pay or contribute the amount of any Excess and/or Contribution as specified below or in accordance with the relevant Section of the Policy wording for each claim. Should more than one Excess be payable for any claim arising from the one Event, such excesses will not be aggregated and the highest single level of Excess only will apply. However, an Excess and Contribution payment applies to Section 2, Part F.

SECTION 1	\$500	Community Property
-----------	-------	--------------------

### PREMIUM

Base Premium	Levies	Premium GST	Stamp Duty	ANNUAL PREMIUM	Admin Fee	Admin Fee GST	ANNUAL TOTAL
\$341.15	\$0.00	\$34.12	\$41.30	\$416.57	\$100.00	\$10.00	\$526.57



# STRATA COMMUNITY INSURANCE

## TAX INVOICE

This document has been issued by Strata Community Insurance Agencies Pty Ltd (ABN 72 165 914 009) and will be a tax invoice for GST purposes when you make a payment.

DRAFT



# STRATA COMMUNITY INSURANCE

## PAYMENT OPTIONS

Your premium of \$526.57 is due by 25/05/25

### Pay in 3 easy steps

#### Please check

- All documents
- Refer to 'Important Information' attached
- Advise us if anything needs changing

#### To make changes

- Please call 1300 SCINSURE (1300 724 678)
- Email [yourcover@scinsure.com.au](mailto:yourcover@scinsure.com.au)

#### To pay

- Follow the 'How to Pay' instructions, please contact us for further payment methods

### How to Pay



#### EFT / DIRECT DEPOSIT

Strata Community Insurance Trust Account  
 Our Reference: 21003341  
 ANZ Bank BSB: 012-013  
 Account Number: 215745659



Billers Code: 236620  
 Ref: 3754388

#### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.  
 More info: [www.bpay.com.au](http://www.bpay.com.au)



#### CHEQUE

Send your cheque, together with the Payment Slip below to:  
 Payable to: Strata Community Insurance  
 Mail to: PO Box 631, North Sydney NSW 2059



#### CREDIT CARD at

[www.stratacommunityinsure.com.au](http://www.stratacommunityinsure.com.au)  
 Invoice Number I375438



# STRATA COMMUNITY INSURANCE

[stratacommunityinsure.com.au](http://stratacommunityinsure.com.au)

- T 1300 SCINSURE (1300 724 678)
- E [myenquiry@scinsure.com.au](mailto:myenquiry@scinsure.com.au)
- P PO Box 631, North Sydney NSW 2059
- A Level 10, 124 Walker Street, North Sydney NSW 2060

## PAYMENT SLIP

Please complete this slip for cheque payments only

**Reference Number** 21052128.9  
**The Insured** Community Corporation No. 25634 Inc.  
**Address** 42 Nilpena Avenue  
 Park Holme SA 5043

### Premium Due

\$526.57

### Amount Paid

\$

Please add amount paid



# STRATA COMMUNITY INSURANCE

## **IMPORTANT INFORMATION**

This renewal Schedule has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFS Licence No. 457787 (SCIA) on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708. Certain words used in this document are defined in the PDS and Policy wording. It forms part of Your contract of insurance and You should refer to it together with the Product Disclosure Statement and Policy wording, to consider whether the benefits, terms, conditions and exclusions of Your Policy remain relevant and suitable for Your needs and circumstances. The PDS and Policy wording are available from SCIA's website: [www.stratacommunityinsure.com.au](http://www.stratacommunityinsure.com.au). This is also where You can locate Your workers compensation documentation (if applicable): <https://stratacommunityinsure.com.au/products/workers-compensation/>. Alternatively, You can contact SCIA for a copy. If You have previously provided a Workers Compensation wages declaration and Your circumstances have changed please provide an updated wages declaration, which can also be found on SCIA's website.

### **Your Duty to take reasonable care not to make a misrepresentation**

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

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

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

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

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

If Our information or questions are unclear, You can contact Strata Community Insurance on 1300 724 678 or visit [stratacommunityinsure.com.au](http://stratacommunityinsure.com.au).

### **Cooling Off Period**

You have 21 days after buying or renewing Your Policy to decide if it meets Your needs and You wish to continue with the insurance. If You notify Us within this period that You wish to cancel Your Policy as from its start date, We will refund Your Premium less any government taxes or duties that are non-refundable or remain payable by Us but We will not refund any Policy administration fees. This cooling off right does not apply if You have made or are entitled to make a claim. Even after the cooling off period ends You still have cancellation rights, however We may deduct certain amounts from any refund (see "Cancelling Your Policy" in the PDS and Policy wording).

DRAFT



Community  
Association



STRATA COMMUNITY  
INSURANCE

DRAFT

# Community Associations incorporated under

## New South Wales

Community Land Management Act 1989  
Associations Incorporation Act 2009  
Corporations Act 2001

## Queensland

Body Corporate and Community Management Act 1997  
Associations Incorporation Act 1981  
Corporations Act 2001

## South Australia

Community Titles Act 1996  
Associations Incorporation Act 1985  
Corporations Act 2001

## Victoria

Subdivision Act 1988  
Owners Corporations Act 2006  
Associations Incorporation Reform Act 2012  
Corporations Act 2001

## Western Australia

Strata Titles Act 1985  
Associations Incorporation Act 2015  
Corporations Act 2001

## Australian Capital Territory

Community Title Act 2001  
Associations Incorporation Act 1991  
Corporations Act 2001

## Tasmania

Strata Titles Act 1998  
Associations Incorporation Act 1964  
Corporations Act 2001

## Northern Territory

Unit Title Schemes Act 2009  
Unit Titles Act 1979  
Associations Act 2003  
Corporations Act 2001



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**Important** Information

DRAFT

## Important Information

The Important Information set out below is provided for your information only. It does not form part of the insurance contract with you, and is not part of the policy.

Nothing contained in the Important Information imposes contractual obligations on you, or creates contractual rights. These are contained in the policy and any endorsement.

### Claims Made Notice

**Section 2 Part C** of the policy operates on a 'claims made and notified' basis. This means that, **Section 2 Part C** covers you for claims as defined in **Section 2 Part C** first made against you and notified to us during the period of insurance.

**Section 2 Part C** does not provide cover in relation to:

- acts, errors or omissions actually or allegedly committed prior to the retroactive date of the policy (if such a date is specified);
- claims made after the expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance;
- claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy;
- claims made, threatened or intimated against you prior to the commencement of the period of insurance;
- facts or circumstances of which you first became aware prior to the period of insurance, and which you knew or ought reasonably to have known had the potential to give rise to a claim under the policy section;
- claims arising out of circumstances noted on the proposal form for the current period of insurance or on any previous proposal form.

Where you give notice in writing to us of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts but before the expiry of the period of insurance, and provided the claim would otherwise be covered under the policy, you have rights under Section 40(3) of the *Insurance Contracts Act 1984* (Cth) to be indemnified in respect of any claim subsequently made against you arising from those facts notwithstanding that the claim is made after the expiry of the period of insurance.

Any such rights arise under the legislation only. The terms of the policy section and the effect of the policy section is that you are not covered for claims made against you after the expiry of the period of insurance.

Please note that the above may be affected by any continuous cover special conditions where applicable which may extend time for notification of a claim as defined.



# Product Disclosure Statement

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## Product Disclosure Statement

### General Information

This Product Disclosure Statement (PDS) contains important information required under the *Corporations Act 2001* (Cth). It seeks to help you to:

- decide whether the insurance cover will meet your needs; and
- compare it with other products you may be considering.

The information in this PDS is of a general nature only and does not take into account your objectives, financial situation or needs. Therefore, it is important that you read it carefully and in conjunction with the Policy before making a decision to purchase an insurance product to ensure you have a full understanding of the terms and conditions (including the limits and exclusions) of the Policy.

This PDS applies for any offer of renewal of the Policy We may make, unless We advise otherwise.

The Policy provides a number of covers which may or may not be provided to the insured as a retail client under the *Corporations Act 2001* (Cth) depending on their circumstances. Only the parts of the Policy document relevant to cover provided to the insured as a retail client and any other documents which We tell the insured are included at or prior to entry into the insurance contract or when permitted or required by law, make up the PDS for the purposes of the Act.

The preparation date for the PDS is 1 February 2021.

The details of the cover provided under the Policy are contained within the Policy Wording.

It is important that You comply with the conditions of Your duty of disclosure, which can be found under the section Your duty of disclosure.

If You do not comply We may reduce the amount We pay for a claim in whole or in part, cancel the Policy, or both. If Your non-disclosure is fraudulent We may avoid the Policy from its beginning.

In the Policy, some words that begin with a capital letter have a special meaning throughout the policy and their meaning is defined in General definitions. Certain words have special meanings applicable only to a particular **Part** of the Policy and their meaning is defined within that **Part** under the heading Definitions applying exclusively to this **Part** within those **Parts**.

### Insurer

The Policy is underwritten by Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL No. 234708 (Allianz), of GPO Box 9870 Melbourne VIC 3000 except for workers compensation cover, if any, in some states in Australia (please see **Section 2 Part G** Workers Compensation for details). Allianz is referred to as We, Us, Our and Allianz in this document.

### Authority to act for Us

Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL No. 457787 (Strata Community Insurance) have been given a binding authority by Us to market, underwrite, settle claims and administer the Policy on Our behalf.

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

Under the terms of this binding authority Strata Community Insurance act as Our agent, and not yours, and liability within the terms and conditions of the Policy remains at all times with Us.

### About Strata Community Insurance

Strata Community Insurance is an insurance intermediary and holds an Australian Financial Service Licence (AFSL No. 457787) to issue and advise on general insurance products.

Their founders bring four decades of experience across six different countries and have assembled some of the leading strata insurance experts in this country. Such experience ensures that their products are innovative and provide comprehensive financial protection over Your insurable assets and liabilities.

## What You should read

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

You should also carefully read:

1. The Policy Wording which tells you about:
  - (a) what makes up the insurance (i.e. the insured's contract with Us which We call a Policy);
  - (b) the General definitions and Definitions applying exclusively to this **Part** in a **Part** that set out what We mean by certain words;
  - (c) the cover We can provide;
  - (d) what Excesses you may have to pay (see Payment of Excesses below);
  - (e) when you are not insured (see General Exclusions and any other exclusions specified in each **Section** or **Part**);
  - (f) certain general rights and obligations that you and We have (see General conditions);
  - (g) what you and We need to do in relation to claims (see Claims procedures);
  - (h) the insured's and Our cancellation rights (see Cancelling Your Policy).
2. the relevant proposal form the insured, if so requested, needs to complete to apply for cover;
3. any Schedule (see definition under General definitions) when it is issued to the insured; and
4. any other documents (for example Schedules, Supplementary PDSs and/or Endorsements) We tell the insured form part of the Policy at or prior to entry into the insurance contract or when required or permitted by law that vary Our standard terms of cover set out in this document.

## About the Policy

The insured named in the Schedule has entered into a contract of insurance with the insurer.

The insurer has agreed to extend the benefit of the insurance cover provided by the Policy to certain eligible

persons (see the definition of You and Your and other persons who may be entitled to claim in each cover **Part**) on the terms and conditions of this booklet. Any person who wishes to exercise a right to recover from the insurer needs to read this booklet carefully because the insurance cover provided by the Policy is subject to the terms and conditions of this booklet. It is an important document so please keep it in a safe place for future reference.

## How the Policy arrangement works

The insured enters into a Policy with Allianz.

The benefit of the cover under the Policy is extended automatically to persons who meet eligibility criteria specified by the insurer in the definition of You and Your (see definition of You and Your in each cover **Part** and other persons who may be entitled to claim) – these persons are referred to in the below as eligible persons and elsewhere in this booklet as You and Your or Voluntary Worker.

If eligible persons suffer a loss of the type described in this booklet during the Period of Insurance, they have a right to recover the amount of their loss from Us in accordance with the Policy solely by operation of Section 48 of the *Insurance Contracts Act 1984* (Cth).

Eligible persons can make a claim for the benefits detailed in this booklet but do not enter into any agreement with Us and are not charged by Us for the right to make a claim for those benefits.

Eligible persons have no right to cancel or vary the Policy or its cover – only the insured (as the contracting party) and We can do this. If We cancel or vary the Policy or its cover, We do not need to obtain an eligible person's consent to do so.

We also do not provide any notices in relation to this insurance to eligible persons as they are not a contracting party to the Policy. We only send notices to the insured which is the only entity We have contractual obligations to under the Policy.

Eligible persons are not obliged to accept any of the benefits of this insurance, but if they wish to make a claim under the Policy then they will have the same obligations to Us as the eligible persons would have if they were the insured by reason of the *Insurance Contracts Act 1984* (Cth). We will have the same rights against the eligible persons as We would have against the insured.

The insurance cover is subject to the terms, conditions, limitations and exclusions set out in this booklet.

Neither We nor the insured hold anything on trust for, or for the benefit or on behalf of, eligible persons under this insurance arrangement. The insured does not:

- act on Our behalf or an eligible person's in relation to the insurance; and
- is not authorised to provide any financial product advice, recommendations or opinions about the insurance; and
- receive any remuneration or other benefits from Us.

Any person who may be eligible should consider obtaining advice as to whether the benefits are appropriate or useful for their personal needs from a person who is licensed to give such advice. No advice is provided by Us or the insured that the benefits are appropriate or useful for any person's needs. Nothing prevents such persons from entering into other arrangements regarding insurance.

## Summary of cover, significant benefits and risks

The Policy includes separate **Sections**, containing individual **Parts** within each **Section**, which allows the insured to select covers. Within some **Parts** there are options which You can also select, subject to Strata Community Insurance agreeing to provide those covers. Cover under an individual **Part** is only available if this is shown as 'Included', or where a Sum Insured appears against it, on the Schedule. If a Sum Insured does not appear against a particular **Part** of the Schedule, or it indicates 'Not Included' then no cover is available and you are not insured for that **Part**.

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

## What You are covered for / not covered for ⚠

### Section 1 – Community Property and income

#### Part A - Community Property

**Part A** covers Loss or Damage to Community Property (Building and Common Area Contents) which occurs during the Period of Insurance and includes cover up to specified limits, for example:

1. Loss or Damage to gates and fences as a result of Storm;
2. Loss or Damage caused by a Tsunami;
3. architects and professional fees;
4. removal, storage and/or disposal of debris;
5. up to \$100,000 for Loss or Damage to building alterations, additions or renovations You make during the Period of Insurance;
6. a reward of up to \$10,000 for information that leads to an arson, Theft, Vandalism or malicious damage conviction;
7. Fusion of electric motors up to \$5,000;
8. up to \$20,000 for rewriting or reproducing Your records that are damaged by an Event claimable under **Section 1 Part A**.



*Some Events We do not cover under **Part A** include, for example, Loss or Damage caused by:*

1. *Flood unless Optional Cover 1) Flood is shown as 'Included' on Your Schedule;*
2. *action of the sea, high water, tidal wave or Storm Surge;*
3. *the invasion of tree or plant roots nor the cost of cleaning pipes or drains blocked by any such invasion;*
4. *or to alterations, additions or renovations where the contract value of such work exceeds \$100,000 unless You notify Us and We otherwise agree in writing before the commencement of such work.*

#### Part B - Community Rental Income

**Part B** provides cover for loss of Community Rental Income (Community Property and/or Common Area leased to a Tenant) in specified circumstances which occur during the Period of Insurance.

### Part C - Fidelity guarantee

**Part C** is an Optional Cover which provides cover against the fraudulent misappropriation of Your Funds that occurs during the Period of Insurance.

### Part D - Machinery breakdown

**Part D** is an Optional Cover which provides cover in the event of Insured Damage to specified lifts, elevators, escalators and inclinators, electrical, electronic and mechanical machinery, boilers and pressure vessels during the Period of Insurance.

## Section 2 – Casualty Covers

### Part A – Legal Liability

**Part A** covers up to the Sum Insured shown in the Schedule where You become legally responsible to pay compensation (including plaintiff's legal costs) for:

- Personal Injury; or
- Property Damage;

resulting from an Occurrence happening in connection with Your Business.

### Part B - Voluntary Workers

**Part B** provides benefits that are payable to a Voluntary Worker who sustains bodily injury while engaged in Voluntary Work for or on behalf of You during the Period of Insurance. These benefits include:

1. \$200,000 for accidental death, or total and permanent loss of the use of two hands, two feet or sight in two eyes;
2. \$100,000 for total and permanent loss of the use of one hand, one foot or all sight in one eye;
3. up to \$2,000 a week for lost income if totally disabled from engaging in his/her usual profession, business or occupation;
4. up to \$1,000 a week for lost income if partially disabled from engaging in his/her usual profession, business or occupation;
5. up to \$500 a week for hiring or employing domestic assistance if totally disabled from engaging in his/her usual profession, business or occupation, or usual household activities.



*Some Events We do not cover include:*

1. *weekly benefits for loss of income to Voluntary Workers not in receipt of wages, salaries or other remuneration from their personal exertion;*
2. *weekly benefits in excess of 104 weeks for loss of income or 10 weeks for domestic assistance and/or home tutorial expenses in the aggregate, for any one disablement;*
3. *a Voluntary Worker under the age of 12 years;*
4. *intentional self-injury or suicide or any attempt thereof.*

### Part C - Office Bearers liability

**Part C** is an Optional Cover that covers the legal liability of Office Bearers, or against Your Association Manager while acting as an Office Bearer, for any Wrongful Act they commit. **Part C** is issued on a Claims made and notified basis which means it responds to Claims first made against You during the Period of Insurance and notified to Us during that same Period of Insurance.

### Part D - Government audit costs

**Part D** is an Optional Cover which provides cover up to the Sum Insured for Professional Fees You reasonably incur with Our written consent in connection with an Audit by the Australian Tax Office or another government organisation, first notified to You verbally or in writing during the Period of Insurance.

### Part E - Appeal expenses - health and safety breaches

**Part E** is an Optional Cover which provides cover up to the Sum Insured for Appeal Expenses You reasonably incur with Our written consent in appealing against specified health and safety breaches in relation to Your Community Property.

### Part F - Legal defence expenses

**Part F** is an Optional Cover which provides cover up to the Sum Insured for Legal Defence Expenses You necessarily incur with Our written consent in connection with litigation arising out of a claim first made or first brought against You during the Period of Insurance in defending specified litigation brought against You other than as covered under **Section 2 Part A** and **Part C**.

An Excess and Contribution payment applies to **Part F** and You should refer to the examples contained in **Part F**.

## Part G - Workers compensation

Cover is provided for Your legal liability under the applicable workers compensation legislation of the state or territory where Your Community Property is situated.

Workers compensation cover is provided under a separate policy and is subject to the terms and conditions of that policy.

Cover is available if the Community Property is situated in New South Wales, Victoria, Northern Territory, Australian Capital Territory, Tasmania or Western Australia.

No workers compensation cover is provided in Queensland or South Australia.

## Other important information

Some other important things to remember are:

1. Keep records such as receipts, invoices or other evidence of ownership and value of property that You insure as proof of ownership and value should You have to make a claim.
2. When the Community Property is a total loss and We have paid out the total Sum Insured, the cover under **Section 1 Parts A and B** ceases. If You rebuild or replace the Community Property, You will need to take out new cover and pay the applicable Premium.
3. Pay Your Premium on time because if We do not receive Your Premium by the due date or Your payment is dishonoured, We may be entitled to cancel the Policy in accordance with the process set out in the "Cancelling Your Policy" section. Strata Community Insurance will give You written notice of cancellation.
4. Throughout the Period of Insurance and when renewing Your insurance with Us You must advise if circumstances relevant to the Policy have changed where You know, or ought reasonably to have known, that the change is relevant to Our decision to insure You and the terms on which We will insure You. Strata Community Insurance will notify You in writing of any proposed effect a change may have on Your existing insurance or its renewal.

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

1. do not comply with the terms and conditions as detailed in the Policy;
2. do not comply with Your duty of disclosure; or
3. make a fraudulent claim.

## Review Your Sums Insured regularly

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

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

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

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

## Payment of Excesses

Excesses may apply to any claim under this insurance. An Excess and/or Contribution is an amount You may have to pay as a contribution to each claim You make under this insurance Policy. The Excesses and/or Contribution that are applicable are shown on the Schedule, and/or within the relevant **Section** or **Part**. An Excess will be applied for each claim arising out of any one Event or Occurrence. An Excess and Contribution payment applies to **Section 2 Part F**. We will tell You the amount of any Excess and/or Contribution when You apply for cover. They may vary according to a number of factors, such as Your risk location and Your insurance history.

## Goods and Services Tax (GST)

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

1. The amount of Premium payable by You for the Policy includes an amount on account of the GST on the Premium (and any administration fee charged by Strata Community Insurance).
2. The Sums Insured and other limits of insurance cover shown on Your Policy documentation are GST inclusive.
3. When We pay a claim, Your GST status will determine the maximum amount We pay You.

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

## Applying for cover

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

1. the Sum Insured and Situation of the Community Property;
2. Excess(es) applicable;
3. Premium including taxes and charges and any administration fee charged by Strata Community Insurance.

## The cost of this insurance

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

1. the cover required and Sum(s) Insured;
2. the address of the Community Property;
3. Your insurance history;
4. the security features of the Community Property;
5. the percentage of the total number of Lots within the Community Association that are insured under a policy separately with Us.

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

When You apply for this insurance, You will be advised of the Premium that You must pay or agree to pay Us and any additional amounts payable. If You choose to effect cover, the amount will be set out on the Schedule.

## Cooling off period

You have twenty-one (21) days after buying or renewing Your Policy to decide if it meets Your needs and/or You wish to continue with the insurance. If You notify Us within this period that You wish to cancel Your Policy as from its start date, We will refund Your Premium less any government taxes or duties that are non-refundable or remain payable by Us.

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

Even after the cooling off period ends You still have cancellation rights, however We may deduct certain amounts from any refund (see Cancelling Your Policy).

## Your duty of disclosure

Before You enter into a contract of insurance with Us, You have a duty, under the *Insurance Contracts Act 1984* (Cth), to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate the contract. This duty of disclosure applies until the contract is entered into (or renewed, extended, varied or reinstated as applicable).

Your duty however does not require disclosure of any matter:

1. that diminishes the risk to be undertaken by Us; or
2. that is of common knowledge; or
3. that We know or, in the ordinary course of Our business as an insurer, ought to know; or
4. as to which compliance with Your duty is waived by Us.

### Non-disclosure

If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim, cancel the contract, or both.

If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

## The General Insurance Code of Practice

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

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

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

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

## How to make a claim

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

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

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

#### When You make a claim You must:

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

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

## Complaints

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

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

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

AFCA's contact details are:

The Australian Financial Complaints Authority

Online: [www.afca.org.au](http://www.afca.org.au)

Phone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Mail: GPO Box 3 Melbourne VIC 3001

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

## Privacy Notice

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

Further information is available in Our Privacy Policy available at [www.allianz.com.au](http://www.allianz.com.au) and the Strata Community Insurance Privacy Policy available at [www.stratacommunityinsure.com.au](http://www.stratacommunityinsure.com.au).

#### How We Collect your Personal Information

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

#### Why We Collect your Personal Information

We and Strata Community Insurance collect Your personal information to enable the provision of products and services, including to process and settle claims; make offers of products and services provided by Us and Strata Community Insurance, related companies, brokers, intermediaries, business partners and others that We or Strata Community Insurance have an association with that may interest You; and conduct market or customer research to determine those products or services that may suit You. You can choose not to receive such product or service offerings by:

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

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

#### Who We Disclose your Personal Information To

We and Strata Community Insurance may disclose Your personal information to others with whom We or Strata Community Insurance have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to You. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, advisers, persons involved in claims, external claims data collectors and

verifiers. Disclosure may also be made to parties listed as co-insured on the Policy, government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

### Disclosure Overseas

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

### Access to your Personal Information and Complaints

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

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

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

### Telephone Call Recording

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

### Your consent

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

## Updating Our Product Disclosure Statement

Information in the Product Disclosure Statement (PDS) may need to be updated from time to time if certain changes occur where required and permitted by law. Strata Community Insurance will provide You with a new PDS, Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, Strata Community Insurance may provide You with notice of this information in other forms or keep an internal record of such changes. A copy of any updated information is available to You at no cost by calling Strata Community Insurance.

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

## Intermediary remuneration

When the Policy has been arranged through an intermediary (such as an insurance broker), remuneration (such as commission) may be payable by Us to them for arranging the insurance. You can ask them or Us for more information.

## Financial Claims Scheme

In the unlikely event Allianz were to become insolvent and could not meet its obligations under the policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. More information can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au)

## Further information and confirmation of transactions

If you have any queries, need to clarify any of the information contained in this document or wish to confirm any transaction under the Policy, please contact Strata Community Insurance using the contact details shown on the back cover of this document. If you need to contact Us, Our address is shown under the 'Insurer' part of this PDS.

## Terrorism Insurance Act

We have determined that the Policy (or part of it) is a policy to which the *Terrorism Insurance Act 2003* (Cth) (Act) may apply. We may elect to reinsure part or all of Our liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation (ARPC).

As a consequence, We may be required to pay a premium to ARPC and that amount (together with the cost of that part of the cover provided by Us and administrative costs associated with the Act) is reflected in the Premium charged to You. As with any other part of the Premium, it is subject to government taxes and charges such as GST, Stamp Duty and where applicable, Fire Service Levy.

Where We determine that the Policy (or part of it) may become a policy to which the Act may apply as a result of indexation of the Sum Insured during the Period of Insurance as provided for in Other adjustments – Indexation in the PDS, We may also charge You a pro rata Premium for the time during the Period of Insurance that the Policy may be a Policy to which the Act applies. This amount will be shown separately on the Schedule and is subject to government taxes and charges such as GST, Stamp Duty and where applicable, Fire Service Levy.

For further information contact Strata Community Insurance or the intermediary.

DRAFT



**Policy Wording:**  
Community Association  
Insurance

DRAFT

## Important information

It is very important that You read the Policy carefully and make sure You are satisfied with the insurance. When You enter into the Policy You confirm and warrant that You have read or will read the Policy documents when provided to You.

**Sections 1 and 2** of the Policy have been designed to provide insurance cover for the assets and liabilities of the Community Association.

## Our contract with You

Where We agree to enter into a Policy with You it is a contract of insurance between Us and You. The Policy consists of:

- this document which sets out the standard terms of Your cover and its limitations;
- Your current Schedule issued by Us. The Schedule is a separate document, which shows the insurance details relevant to You. It may include additional terms, conditions and exclusions relevant to You that amend the standard terms of this document. Only those **Sections** or **Parts** shown as covered in Your Schedule are insured; and
- any other change to the terms of the Policy otherwise advised by Us in writing (such as an Endorsement or Supplementary PDS) at or prior to entry into the insurance contract or when required or permitted by law. These written changes may vary or modify the above documents.

These are all important documents and should be carefully read together and kept in a safe place for future reference.

We reserve the right to change the terms of the Policy where permitted to do so by law.

Any new or replacement Schedule We may send the insured, detailing changes to Your insurance or the Period of Insurance, will become the current Schedule, which You should carefully read and retain.

Some words and expressions have been given a specific meaning in the Policy and You will find their meaning in General definitions. Certain words have special meanings only within a single **Part** of the Policy and their meaning for that **Part** is defined within the **Part** they are applicable to under the heading Definitions applying exclusively to this **Part**.

## Payment of Premium

Where We agree to issue a Policy, cover is provided on the basis that You pay or agree to pay Us the Premium We require, in which case We will insure You as set out in the Policy and the Schedule.

You must pay Your Premium by the due date. If We do not receive Your Premium by this date or Your payment is dishonoured, We may be entitled to cancel the Policy in accordance with the process set out in the "Cancelling Your Policy" section. Strata Community Insurance will give You written notice of cancellation.

## Adjustments on renewal

### Notice

At least fourteen (14) days before Your Policy expires, We will send You a renewal Schedule detailing any changes to Your Sums Insured, Premium and charges, and if any, changes to the terms, conditions and Excesses that previously applied.

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

## Indexation

On renewal, We will increase Your Sums Insured under **Section 1 Part A and B** by reference to the relevant pricing index increase during Your previous Period of Insurance as published by Cordell.

The renewal Schedule We send You will show Your updated Sum(s) Insured for Your Community Property and the applicable Premium. You should promptly advise Strata Community Insurance should You wish to vary these updated Sums Insured.



*Indexation does not apply:*

- i. if Your Sums Insured under **Section 1 Part A and B** exceed \$100,000,000 in total;
- ii. to any other Policy limit contained in **Section 1 Part A and B**.

## Other adjustments

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

## Indexation

If Your Community Property suffers Loss or Damage during the Period of Insurance We will increase Your Sum Insured under **Section 1 Part A and B** by reference to the relevant pricing index increase since the start date of the current Period of Insurance as published by Cordell.



*Indexation does not apply:*

- i. if Your Sums Insured under **Section 1 Part A and B** exceed \$100,000,000 in total;
- ii. to any other Policy limit contained in **Section 1 Part A and B**.

## Claims procedures

### 1. What You must do

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

- (a) take all reasonable steps to reduce Loss or Damage and to prevent any further Loss or Damage;
- (b) inform the police as soon as reasonably possible following Theft, Vandalism, malicious or intentional Loss or Damage, or misappropriation of money or property.

### 2. What You should not do

Whatever the circumstances You should not:

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

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

### 3. How to make a claim

When You make a claim You must:

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

### 4. Approval needed for repairs

You should not commence repairs without Our approval except for essential temporary repairs permitted under Event 1 (h) of **Section 1 Part A**. Please contact Us to confirm approval for repair costs.

### 5. Repairs or Replacement

We have the right to nominate the repairer or supplier to be used. After We have assessed Your claim, if You are required to enter into a contract with a third party to replace or reinstate Loss or Damage to the Community

Property that We have agreed to pay You will enter into that agreement with the third party as Our agent unless We otherwise advise in writing.

#### 6. You must assist Us

Before We will pay anything under the Policy, You must:

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

#### 7. False or misleading information

We may deny part or all of Your claim and/or cancel the Policy if the claim is fraudulent or false in any respect.

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

#### 8. Claim administration and legal proceedings

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

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

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

#### 9. Salvage value

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

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

#### 10. Contribution

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

You must provide Us with details of any other insurance which may cover the same risk to assist Us in this regard.

## Acts or omissions of Your Association Manager

We will not deny liability for a claim, or reduce the amount of a claim (subject to any Sum Insured within the Policy not being exceeded), if Our right of denial or reduction is solely caused by an act, error or omission of Your Association Manager while acting on Your behalf.

## Canceling Your Policy

1. The insured may cancel the Policy at any time by giving Us notice in writing.
2. We may cancel the Policy on any of the grounds set out in the *Insurance Contracts Act 1984* (Cth) and We will always tell the insured of this in writing.
3. On cancellation, a refund of Premium will be calculated on a pro-rata basis equal to the unexpired period of the Policy less any non-refundable Government charges or levies where applicable.
4. Where We have paid the total Sum Insured on a claim under any **Section** of Your Community Association Policy that **Section** of Your Community Association Policy with Us is deemed to have been fulfilled and there is no refund of any Premium payable on cancellation.

## Goods and Services Tax (GST) notice

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

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

When You are:

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

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

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

GST, Input Tax Credit (ITC) 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.

## General conditions

These General conditions apply to all **Sections** unless otherwise stated. Please remember that if You do not comply with any term or condition, We may (to the extent permitted by law) decline or reduce any claim payment to the extent We are prejudiced by Your non-compliance and/or cancel Your Policy.

### 1. Alteration of risk

You must promptly advise Us of any changes in the details of the information You have given Us that You know or ought reasonably to have known is relevant to Our decision to insure You and the terms on which We will insure You, or if the nature of the occupation of the Community Property or other circumstances are changed in such a way as to increase the risk of Loss or Damage or the likelihood of liability losses. If We agree to the change We will do so in writing and, if necessary, We will propose any additional Premium We may require before We accept the risk.

If You do not do so We may not be liable for any Loss or Damage or liability caused or contributed to by any such change or alteration.

We may cancel Your Policy if there is a change and We can't reach an agreement with You on altered terms and conditions or premium, or We are no longer prepared to insure You because there has been a material change to the risk.

### 2. Excess and/or Contribution

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

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

Should more than one Excess be payable for any claim under the Policy arising from the one Event or Occurrence, such Excesses will not be aggregated and the highest single level of Excess only will apply. However, an Excess and Contribution payment applies to **Section 2 Part F**.

### 3. Joint insureds and/or interested parties

- (a) When more than one party is named on the Schedule as an insured We will treat each as a separate and distinct party. The words You, Your, Yours will apply to each party in the same manner as if a separate Policy had been issued to each party;
- (b) when any other party or entity has a legal insurable interest in Your Community Property duly notated in Your records We will protect their interests

provided such interest is fully disclosed to Us in the event of Loss or Damage. We will only be liable to such third parties:

- (i) to the extent of their interest in the insured property; and
- (ii) where Our Notional Liability exceeds the amount of Our liability to You in respect of the Loss or Damage. 'Notional Liability' means the amount for which We would have been liable to You in respect of the particular claim if You had been the only person who had an interest in the insured property,

provided that with regard to both (a) and (b) Our liability for any Sum Insured or other Policy limit for any one Event is not thereby increased and We will never pay to such persons an amount exceeding the loss suffered by them.

Any act, breach or non-compliance with the terms and conditions of the Policy committed by any one such party or entity that has an interest in Your Community Property:

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

### 4. Reinstatement of Sum Insured

After We have admitted liability for a claim We will:

- (a) for claims up to ten percent (10%) of Your Sum Insured:  
automatically reinstate Your Sum Insured and/or other limits to their pre-loss amount without charge;
- (b) for claims in excess of ten percent (10%) of Your Sum Insured:  
reinstatement of Your Sum Insured and/or other limits to their pre-loss amount, provided You pay or agree to pay an additional Premium as We may require, based on the amount of the claim and the unexpired term of the Policy.



*This condition does not apply:*

- (a) *when We pay a total loss or constructive total loss;*
- (b) *when We pay the full Sum Insured under any cover Section or Part;*
- (c) *to Section 1: Part A - Events 6, 9, 19, 21 and 22;*
- (d) *to Section 2.*

### 5. Governing Law and Jurisdiction

The Policy is governed by the laws of Australia. Any dispute relating to the Policy shall be submitted to the exclusive

jurisdiction of an Australian Court within the State or Territory in which the Policy was issued.

## 6. Subrogation

When We admit a claim under this Policy We will, subject to the *Insurance Contracts Act 1984* (Cth), be subrogated to all Your rights of recovery against all persons or organisations and You will take reasonable steps to execute and deliver instruments and papers and to do all that is necessary to assist Us in the exercise of such rights.



## General exclusions

We will not pay for any Loss or Damage, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from, contributed to by, resulting from, or arising out of or in connection with:

### 1. Act of Terrorism

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

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

### 2. Cyber and Electronic Data

- (a) the communication, display, distribution or publication of Electronic Data, provided that this exclusion does not apply to Personal Injury arising therefrom to the extent that cover is provided under **Section 2 Part A – Legal Liability**;
- (b) the total or partial damage to, loss, destruction, distortion, erasure, corruption, alteration, misinterpretation, theft or other dishonest, criminal, fraudulent or unauthorized manipulation of Electronic Data from any cause whatsoever (including, but not limited to Computer Attack and/or a Cyber War & Terrorism Event) or loss of use, reduction in functionality, loss, cost, expense and/or fee of whatsoever nature resulting therefrom; or
- (c) an error in creating, amending, entering, deleting or using Electronic Data; or
- (d) total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all,

*regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage.*

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

### 3. Intentional damage

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

### 4. Nuclear

*ionising radiation from, or contamination by radioactivity from:*

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

### 5. War

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

### 6. Lawful seizure

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

### 7. Land

*land, provided that this exclusion shall not apply to structural improvements on or in the land if such structural improvements are not otherwise excluded under the Policy.*

### 8. Crops

*crops, growing timber, pastures, vines, vegetables or produce, or allotments.*

### 9. Operational or Business activity

*any business, profession, trade or manufacturing operations (other than Business conducted by the Community Association as owners of Community Property or Common Area the subject of the Policy) conducted by You or on Your behalf, or by a Tenant or any other person other than the insured.*

### 10. Utilities

*any variation in the supply of or any failure to adequately supply electricity, gas and/or water, except as otherwise specifically provided for in the Policy.*

## 11. Sanctions

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

## General definitions

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

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

### Act of Terrorism

means any act, or preparation in respect 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.

### Association Manager

means a person or other entity appointed in writing by the Community Association with delegated functions including the authority to act as an Office Bearer in terms of legislation applying where the Community Property and Common Area is situated.

### Business

means the operations and activities of the Community Association undertaken in relation to the ownership and maintenance of the Community Property and Common Area, including specified use or activities that We have agreed to provide cover for under the terms and conditions of the Policy. Business does not include any other activities undertaken at the Situation unless the insured otherwise advises Us and We agree to such inclusion in writing.

### Catastrophe

means an Event in respect of which the Insurance Council of Australia issues a catastrophe code.

### Common Area

means the area at the Situation owned by the Community Association not forming part of any individual Lot.

### Community Association

means the owner(s) of the Community Property and Common Area, incorporated or registered pursuant to legislation applying where the Community Property and Common Area is situated, and named as the insured in the Schedule.

(Examples of applicable legislation may be found on the inside front cover of this document.)

### Community Property

#### 1. Building

means building or buildings, as defined by the legislation applying to the Community Property and Common Area at the Situation where applicable, not forming part of an individual Lot, that the Community Association owns or has legal responsibility to insure for, including:

- (a) outbuildings;
- (b) fixtures and structural improvements including fencing, gates, paths and roadways, retaining walls, awnings, external blinds and signs;
- (c) tennis courts, in-ground swimming pools and spas;
- (d) fixed or built-in plant, equipment and appliances;
- (e) floor coverings including Floating Floors but excluding carpets and floor rugs (whether fixed or un-fixed);
- (f) marinas, wharves, jetties, docks, pontoons, swimming platforms, or similar type facilities (whether fixed or floating) that are:
  - (i) used exclusively for non-commercial purposes; and
  - (ii) that do not provide fuel distribution facilities;
- (g) satellite dishes, radio, television and other antennas including their associated wiring, masts, footings, foundations, moorings and towers;
- (h) underground and overhead services at the Situation but not those services contained within the boundaries of an individual Lot;
- (i) unfixed building materials and uninstalled fittings that are to be fitted to the Community Property but limited to an amount not exceeding 10% of the Sum Insured shown on the Schedule for Buildings, or \$10,000 whichever is the lesser.

## 2. Common Area Contents

means contents at the Situation that the Community Association owns or has legal responsibility for, including:

- (a) furniture, furnishings, household goods, light fittings, internal blinds, curtains, unfixed artwork, curios, fire extinguishers and the like;
- (b) freestanding appliances such as refrigerators, freezers, washing machines and dryers, other electrical items;
- (c) carpets (whether fixed or unfixed) and floor rugs;
- (d) computers, electronic equipment and office equipment;
- (e) swimming pools or spas that are not in-ground including their covers and accessories;
- (f) wheelchairs, garden equipment including lawn mowers, golf carts, golf buggies or other similar type items but only if such item is not required to be registered.



*However, Community Property does not include:*

1. *aircraft, caravans, trailers, Vehicles (other than garden appliances not required to be registered), hovercraft and Watercraft including their accessories or spare parts whether fitted or not;*
2. *livestock, fish, birds or other animals;*
3. *money, other than as covered under Event 15 of Section 1 Part A;*
4. *plants, hedges, trees, shrubs, gravel, shale, stones, clay or soil on paths or driveways or tennis courts, soil or bark or mulch in gardens other than as covered under Event 13 of Section 1 Part A;*

Where anything in this definition of Community Property is contrary to the legislation applying where the Community Property and Common Area is situated, the requirements of the legislation will apply.

### Community Rental Income

means, as regards to the Community Property or part of the Common Area leased to a Tenant, the amount of money calculated on the basis of the annual rent due under the existing lease (including any 'outgoings' charged by the Community Association payable by the Tenant or lessee) that applied immediately prior to the happening of Loss or Damage less any commission or charges the Community Association is not required to pay to a letting or rental collection agent.

### Computer Attack

means any malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilising the computer system or network of whatsoever nature.

### Cyber War & Terrorism Event

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

### Cyberterrorism

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

### Depreciation

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

### Earth Movement

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

### Electronic Data

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

### Endorsement

means a written alteration provided by Us to You that vary the terms, conditions, exclusions and/or limits of the Policy that are shown on and form part of the Schedule.

### Erosion

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

### Event(s)

means a happening or an incident not intended to happen that occurs during a particular interval of time, or a series of happenings or incidents consequent upon or attributable thereto, which causes or results in Loss or Damage or a legal liability to pay compensation which is payable under the Policy.

### Excess

means the amount You must pay towards each and every claim arising out of one Event or Occurrence (as defined under **Section 2 Part A**). You will find the amount of any Excess shown on the Schedule or within the Policy.

### Floating Floors

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

### **Flood**

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

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

### **Fusion**

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

### **Indemnity Value**

means the cost to rebuild, replace or repair property to a condition that is equivalent to or substantially the same as but not better nor more extensive than its condition at the time of Loss or Damage taking into consideration age, condition and remaining useful life.

### **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 Loss or Damage and which would have affected the value had Loss or Damage not occurred.

### **Loss or Damage**

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

### **Lot**

means an individual parcel of land shown on a plan as a lot within a Community Association, but not the areas indicated as Community Property and/or Common Areas.

### **Lot Owner(s)**

means a person, persons or other entity registered as a proprietor or owner of a Lot within the Community Association but not the Community Association itself.

### **Members**

means and is limited to the interest of proprietors, Lot

Owners or shareholders in respect of the ownership of the Community Property and/or Common Areas in terms of legislation applying where the Community Property and Common Area is situated.

The interests or liabilities of Members as owners and/or occupiers of any Lot are not covered unless specifically provided for by the Policy.

### **Office Bearer**

means:

1. a person or other entity appointed to act as an Office Bearer or committee member of the insured;
2. an Association Manager appointed as a delegate of an Office Bearer and/or committee member;
3. a person invited by an Office Bearer and/or committee member to assist in the management of the Community Association's affairs;

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

### **Period of Insurance**

means the period of time that You are insured for as indicated by the commencement and expiry dates shown on the Schedule, unless ending earlier in accordance with the Policy terms and conditions or law.

### **Policy**

means this PDS and Policy Wording, the Schedule (including any issued in substitution), any Endorsements or any other document We tell the insured forms part of the Policy at or prior to commencement of the Policy or when required or permitted by law, attaching to or contained within those documents, and which will be the legal contract between the insured and Us.

### **Premium**

means any amount We require the insured to pay as consideration for the Policy. Government charges and/or levies and/or administration fees will be added where applicable and separately identified on the Schedule.

### **Rainwater**

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

### **Replacement**

means:

1. the reasonable cost of rebuilding, replacing or repairing the Community Property and/or Common Areas to a condition which is equivalent to or substantially the same as but not better nor more extensive than when it was new; and

2. the extra costs necessarily incurred to:
  - (a) alter or upgrade the Community Property and/or Common Areas to comply with public, statutory or Environmental Protection Authority requirements; or
  - (b) flush out the air in the repaired, replaced, or rebuilt Community Property and/or Common Areas with 100% outside air as required by The Green Building Council of Australia Green Star® or LEED® standards;

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

### Schedule

means one of the following:

1. the document titled Schedule which includes the insured's name and address, the Premium and any other variations to Our standard Policy (including any Endorsement clauses); or
2. the renewal Schedule We issue the insured.

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

### Situation

means the land at the address(es) shown on the Schedule or the registered address of the Community Association where the Community Property and/or Common Areas is situated.

### Storm

means a violent wind sometimes combined with thunder, heavy falls of Rainwater, hail or snow.

### Storm Surge

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

### Sum Insured

means the amount(s) shown on the Schedule against the individual **Sections** or **Parts** You are insured for and is the maximum amount of Our liability, inclusive of claimant's costs and expenses recoverable from You, for all claims in the aggregate under each **Section** or **Part**:

1. during any one Period of Insurance; and
2. unless a specified limit is otherwise stated, or We state that amounts are payable in addition to the Sum Insured, in a particular **Section** or **Part** of the Policy.

### Tenant

means any person authorised under the terms of a lease, rental or similar type agreement to occupy part of the

Community Property and/or Common Areas, including their invitees.

### Theft

means any theft, burglary or housebreaking with or without forcible and violent entry into or exit from the Community Property and/or Common Areas.

### Tsunami

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

### Vandalism

means malicious or willful acts intended to cause Loss or Damage or harm for the sake of doing harm. Such acts do not mean Wear and Tear.

### Vehicle(s)

means:

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

### Watercraft

means any vessel or craft made or intended to float on or in water.

### Wear and Tear

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

### We, Our, Us

means:

1. Allianz Australia Insurance Limited (Allianz), as underwriters and insurers;
2. Strata Community Insurance Agencies Pty Ltd, (Strata Community Insurance), in their capacity as agent of Allianz;

except in respect of Workers Compensation, in which case the entities detailed under **Section 2 Part G** and in the separate Workers Compensation policy document apply.

### You, Your, Yours, Yourself

means the insured as named on the Schedule.

# Section 1 - Community Property and income

## Part A - Community Property

### What We cover / What We do not cover

**Section 1 Part A** provides cover for the Events listed below which occur during the Period of Insurance.

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

1. We will pay up to the Sum Insured shown on the Schedule for **Section 1 Part A** for Loss or Damage to the Community Property on the basis set out in Claims - basis of settlement, including the necessary cost of:
  - (a) (i) architect's fees, surveyor's fees and other professional fees;
  - (ii) removal, storage and/or disposal of debris, being the residue of the damaged Community Property (including debris required to be removed from adjoining or adjacent public or private land) and of anything which caused the Loss or Damage;
  - (iii) clearing, cleaning and repairing drains, gutters, sewers and the like where the blockage causes or is the result of physical Loss or Damage to the pipe or drain;
  - (iv) dismantling, demolishing, shoring up, propping, underpinning, or other temporary repairs;
  - (v) demolition and disposal of any undamaged portion of the Community Property including undamaged foundations and footings in accordance with a demolition order issued by a public or statutory authority;
- (b) fees, contributions or imposts required to be paid to any public or statutory authority to obtain their authority to rebuild, repair or replace the Community Property;



*We will not pay for any fine or penalty imposed by any such authority;*

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

(d) Loss or Damage to fences and gates as a result of Storm;



*We will not pay:*

(i) *if gradually operating causes (such as but not limited to Wear and Tear, gradual corrosion, gradual deterioration, wet or dry rot, rust, vermin or insects) primarily contribute towards the Loss or Damage; and*

(ii) *unless We are notified and given a reasonable time to inspect the Loss or Damage before any repair or Replacement is commenced. To ensure You are covered, please contact Us before any repair or Replacement to confirm consent for these costs.*

(e) Loss or Damage caused by a Tsunami;

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

(g) sudden and unforeseen Loss or Damage caused by smoke or smut from industrial operations;



*We will not pay for Loss or Damage resulting from any gradually operating cause;*

(h) reasonable emergency repair costs You necessarily incur in pursuance of Your duty to minimise insured Loss or Damage and avoid further losses provided that if such costs are likely to exceed \$5,000 You should first obtain Our written consent prior to You incurring costs in excess of this amount. Please contact Us to confirm consent for these additional costs;

- (i) reasonable costs for the temporary protection and safety of the Community Property that You necessarily incur as a result of Loss or Damage that is admitted as a claim under **Section 1 Part A** provided that if such costs are likely to exceed \$5,000 You should first obtain Our written consent prior to You incurring costs in excess of this amount. Please contact Us to confirm consent for these additional costs.

## 2. Act of Terrorism

Where We determine that the Policy is not an eligible insurance contract as defined under the *Terrorism Insurance Act 2003* (Cth) and the total Sums Insured for the Community Property and/or Community Rental Income as shown on the Schedule under **Sections 1 Parts A and B** (if applicable) is less than \$100,000,000 then We may agree that General Exclusion 1(a) will not apply in relation to actual Loss or Damage, cost or expense otherwise covered under this **Section 1**.

If We agree to provide this cover it will be shown on the Schedule, however in such circumstances Our maximum liability in the aggregate in any one Period of Insurance will not exceed the Sum Insured of the Community Property and/or Community Rental Income as shown in the Schedule or \$100,000,000, whichever is the lesser. No cover is provided for events which are excluded under General Exclusions 1(b), (c), (d) or (e).

## 3. Exploratory costs, Replacement of defective parts

When the Community Property suffers Loss or Damage as a result of:

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

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

We will also pay:

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



*We will not pay for any of these costs if the bursting, leaking, discharging or overflowing is caused by a Building defect, Building movement or faulty workmanship. We will also not pay for these costs*

*if caused by rust, oxidation, corrosion, Wear and Tear, gradual corrosion, gradual deterioration, Earth Movement (unless the bursting, leaking, discharging or overflowing is caused by Earth Movement within 72 hours as a direct result of Events listed in Part A – Community Property of Section 1 Community Property and income) or by trees, plants or their roots.*

**Cover for Events 4 to 28 are included in addition to the Sum Insured for Section 1 Part A.**

## 4. Fallen trees

We will pay up to \$10,000 for the reasonable professional costs You necessarily incur for:

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

if a tree or branch falls and causes Loss or Damage to the Community Property or landscaped gardens.



*We will not pay for removal or disposal of:*

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

## 5. Alterations / additions

When You make alterations, additions or renovations to the Community Property during the Period of Insurance We will:

- (a) during the construction period:

pay up to \$100,000 for Loss or Damage to such alterations, additions or renovations by an Event claimable under **Section 1 Part A** provided:

- (i) the total contract value of such alterations, additions or renovations does not exceed that amount; or
- (ii) You notify Us and We otherwise agree in writing before the commencement of such alterations, additions or renovations and if requested pay or agree to pay Us any extra Premium We may require.



*We will not pay if You have entered into a contract with a builder, contractor or similar entity and they are required by law to effect, and they have effected, insurance that insures material damage and liability risks.*

However, as permitted by law, when You are required under the terms of a contract condition to effect insurance on the Community Property in the names of both You and the contractor We will cover the

interest of the contractor as a third party beneficiary as defined in the *Insurance Contracts Act 1984* (Cth), in respect of Loss or Damage to such alterations, additions or renovations provided You advise Us with details where the total contract value is in excess of \$100,000 prior to such work commencing.

(b) upon practical completion:

pay up to \$100,000 for Loss or Damage to the completed alterations, additions or renovations by an Event claimable under **Section 1 Part A** provided:

- (i) You notify Us as soon as reasonably possible after the practical completion of such alterations, additions or renovations, and if You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay;
- (ii) You have the Community Property revalued for insurance purposes as soon as reasonably possible after such practical completion, and if You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay; and
- (iii) if requested You pay or agree to pay Us any extra Premium We may require.

#### 6. Arson reward

We will pay a reward of up to \$10,000 for information (We will only pay this reward once in any one Period of Insurance irrespective of the number of people supplying information) which leads to a conviction for arson, Theft, Vandalism or malicious damage provided such Loss or Damage is claimable under **Section 1 Part A**.

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

#### 7. Electric motors

We will pay up to \$5,000 for the cost of repairing or replacing an electric motor forming part of the Community Property which has been burnt out by Fusion.

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

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



*We will not pay for:*

- (a) *motors if covered under a guarantee or warranty or maintenance agreement;*

(b) *other parts of any electrical appliance nor for any software;*

(c) *lighting or heating elements, fuses, protective devices or switches;*

(d) *Fusion which occurs as a result of sparking or arcing occurring during ordinary working;*

(e) *any benefit under this Event where **Section 1 Part D** is shown as 'Included' on the Schedule.*

#### 8. Electricity, gas, water and similar charges – excess costs

We will pay up to \$2,000 any one Event for the cost of:

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

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

#### 9. Electricity, gas, water and similar charges – unauthorised use

We will pay up to \$2,000 any one Period of Insurance for the cost of metered electricity, gas, sewerage, oil and water You are legally required to pay following its Theft or unauthorised use by any person taking possession or occupying any part of the Community Property without Your consent.



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

#### 10. Environmental upgrades/improvements

If the Community Property is:

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

We will, in addition to the cost of necessary environmental improvements payable under **Section 1 Part A**, also pay up to \$2,000 for the cost of additional environmental upgrades/improvements to the Community Property such as rainwater tanks, solar energy units, hot water heat exchange systems, and grey water recycling systems which are being replaced, repaired or reinstated.

#### 11. Fire extinguishing

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

- (a) extinguishing a fire at the Situation, or in the immediate vicinity of the Situation and threatening to involve the Community Property or for the purpose of preventing or diminishing Loss or 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.

## 12. Keys, lock replacement

If keys to the Community Property are accidentally lost or stolen, We will pay up to \$2,000 for the reasonable costs You necessarily incur in:

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

to restore security to the same level of security that existed prior to when the keys were lost or stolen.

## 13. Landscaping

We will pay up to \$10,000 for the reasonable costs You necessarily incur in replacing or repairing damaged trees, shrubs, plants, lawns or rockwork at the Situation damaged by an Event payable under **Section 1 Part A**.

## 14. 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 the Community Property due to Loss or Damage which is admitted as a claim under **Section 1 Part A**.

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

## 15. Money

We will pay up to \$10,000 for loss of Your money while in the personal custody of an Office Bearer or committee member of Yours, or of Your Association Manager while acting on Your behalf.



*We will not pay for fraudulent misappropriation, larceny or Theft or any attempt thereof by any persons, including:*

- (a) *any person in Your employment;*
- (b) *a Lot Owner or Member (including in their capacity and whilst engaged in duties of an Office Bearer or committee member of Yours), including any family member permanently residing with them; or*
- (c) *a proxy of a Lot Owner or Member.*

## 16. Personal property of others

We will pay up to \$10,000 for the Indemnity Value of personal property of others (including employees) that suffers Loss or Damage by an Event payable under **Section 1 Part A**, while in Your physical or legal control.

## 17. Purchaser's interest

When a purchaser has signed an agreement to buy part of or all of Your Community Property, Section 50 of the *Insurance Contracts Act 1984* (Cth) may operate to allow cover under this **Section 1 Part A** of the Policy for the purchaser, but only to the extent provided by law within Section 50 of the *Insurance Contracts Act 1984* (Cth).

## 18. Records

We will pay up to \$20,000 for the reasonable expenditure You necessarily incur in collating information, preparing, rewriting or reproducing records, books of account, Electronic Data (subject to General exclusion 2) and valuable papers directly related to the Community Property that are damaged by an Event claimable under **Section 1 Part A**, while anywhere in Australia.

## 19. Removal of nests

We will pay up to \$1,000 any one Period of Insurance for the cost of removing wasps' or bees' nests from the Community Property that represent a danger to You or the public.



*We will not pay:*

- (a) *unless You first obtain Our consent to incur such costs. Please contact Us to confirm approval for these costs;*
- (b) *for the cost of removing any nests that existed prior to the commencement of Section 1 Part A.*

## 20. Removal, storage costs

We will pay up to \$10,000 for the reasonable costs You necessarily incur in:

- (a) removing any undamaged portion of the Community Property to the nearest place of safe keeping;
- (b) storing such undamaged portion at that place or an equivalent alternate place;
- (c) returning such undamaged portion to the Situation when restoration work is completed;
- (d) insuring the undamaged Community Property during such removal, storage and return;

following Loss or Damage to the Community Property that is admitted as a claim under **Section 1 Part A**.

## 21. Removal of illegally deposited rubbish

We will pay up to \$5,000 any one Period of Insurance for the reasonable costs and expenses incurred by You with Our consent in the clearing and removal of any property illegally deposited at the Situation.



*We will not pay if such a happening is not reported to the appropriate authority such as police or local council within a reasonable time.*

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

## 22. Removal of squatters

We will pay You up to \$1,000 any one Period of Insurance for legal fees necessarily incurred to repossess the Community Property if squatters are living in it.



*We will pay if You or they first obtain Our consent to incur such legal fees.*

## 23. Signwriting

We will pay up to \$5,000 for the costs You necessarily incur in replacing signwriting, ornamentation, reflective materials or alarm tapes affixed to glass forming part of the Community Property if such glass suffers Loss or Damage by an Event payable under **Section 1 Part A**.

## 24. Title deeds

We will pay up to \$5,000 for the costs You necessarily incur in replacing title deeds to the Community Property if they are lost or damaged by an Event payable under **Section 1 Part A**, while the Title Deeds are anywhere in Australia.

## 25. Water removal from basement

We will pay up to \$5,000 for the reasonable costs You necessarily incur in removing water from the basement or undercroft area of the Community Property:

- (a) if such inundation is directly caused by Storm or Rainwater; or
- (b) if inundation is directly caused by Flood and Optional Cover 1) Flood is shown as 'Included' on the Schedule.



*We will not pay if the inundation is caused by any other Event which is not payable under **Section 1 Part A**.*

## 26. Professional fees

We will pay up to \$50,000 for the reasonable cost of professional fees and other expenses You necessarily incur with Our written consent in the preparation of a claim under **Section 1 Parts A and B**.

## 27. Temporary Removal of Community Property

We will pay up to \$20,000 for Loss or Damage to Community Property whilst temporarily removed for a period of up to thirty (30) days from the Situation including whilst such property is in transit, providing such Loss or Damage is not otherwise excluded under the Policy.

## 28. Temporary office hire

We will pay up to \$3,000 for the cost reasonably incurred to hire offices for the purpose of temporarily conducting the Business of the Community Association if You or an Association Manager:

- (a) permanently occupy an office for the purpose of administration of the Community Association, and
- (b) the office forms part of the Community Property, and
- (c) the office is unable to be occupied as a result of Loss or Damage which is admitted as a claim under **Section 1 Part A**.

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



## Exclusions - What We do not cover

1. *In addition to the General Exclusions, We will not cover You under this **Section 1 Part A** for any Loss or Damage, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from, contributed to by, resulting from, or arising out of or in connection with:*

- (a) *Flood.*

However, We will pay if Optional Cover 1) Flood is shown as 'Included' on the Schedule.

- (b) *or to retaining walls resulting from Storm, Storm Surge or Rainwater.*

- (c) (i) *moths, termites or other insects, vermin, mice, rats;*

(ii) *rust or oxidisation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, gradual corrosion or deterioration, change in colour, dampness of atmosphere or other variations in temperature, evaporation, disease;*

(iii) *inherent vice or latent defect;*

(iv) *loss of weight, change in texture or finish or pecking, biting, chewing or scratching by birds or animals;*

(v) *Wear and Tear, fading, concrete or brick cancer, gradual deterioration or developing flaws;*

(vi) *lack of maintenance or failure to maintain the Community Property in a reasonably good state of repair.*

However, We will pay under c) if any of these causes directly results in Loss or Damage from any other Event claimable under **Section 1 Part A**.

- (d) *non-rectification of a defect, error or omission that You were aware of, or should reasonably have been aware of.*

- (e) *overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current.*

However, We will pay if the Loss or Damage is due to:

- (i) Fusion of electric motors as covered under Event 7 of **Section 1 Part A**;
  - (ii) lightning;
  - (iii) power surge when such Event is confirmed by the supply authority; or
  - (iv) resulting fire damage.
- (f) *any action of the sea, high water, tidal wave or Storm Surge.*

However, We will pay if the Loss or Damage is due to Tsunami.

- (g) *vibration or the removal or weakening of, or interference with, the support of land or buildings or any other property, Erosion or Earth Movement.*

However, We will pay if the Loss or Damage is due to:

- (i) earthquake or seismological disturbance, Tsunami, explosion, physical impact by aircraft;
  - (ii) bursting, leaking or overflowing of water tanks, pipes, drains, gutters or other water or liquid carrying apparatus; and
  - (iii) Flood, if Optional Cover 1) Flood is shown as 'Included' on the Schedule.
- (h) *underground (hydrostatic) water.*

However, We will pay if the Loss or Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains which is otherwise not excluded.

- (i) *the invasion of tree or plant roots nor for the cost of clearing pipes or drains blocked by any such invasion.*

However, We will pay for water or liquid damage resulting from blocked pipes or drains.

- (j) *the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds.*

However, We will pay if the Loss or Damage is due to bursting, leaking or overflowing of water tanks, pipes or drains which is not otherwise not excluded.

- (k) *smut or smoke from industrial operations.*

However, We will pay if such Loss or Damage is sudden or unforeseen.

- (l) *any process involving the application of heat being applied directly to any part of the Community Property.*

However, We will pay if any other part of the Community Property is damaged or destroyed by fire.

- (m) *the normal settling, creeping, heaving, seepage, shrinkage, or expansion in Buildings, foundations / footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other structural improvements.*

- (n) *or to water in swimming pools, spas or water tanks, streams, rivers, creeks, dams, irrigation channels, ponds, fountains or other water features.*

- (o) *or to glass caused by artificial heat, during installation or removal, that has a crack or imperfection, or is required to be insured by any other party in terms of an occupancy agreement.*

- (p) *or to carpets and other floor coverings resulting from staining, fading or fraying.*

However, We will pay if the Loss or Damage directly results from any other Event claimable under **Section 1 Part A**.

- (q) *or to the Community Property if it is vacant and undergoing demolition unless Our written consent to continue cover has been obtained before the commencement of demolition.*

- (r) *or to the Community Property directly resulting from construction, erection, alteration or addition where the value of such work exceeds \$100,000 unless Our written consent to continue cover has been obtained before the commencement of such work.*

However, We will pay for Loss or Damage that results from any other Event payable under **Section 1 Part A**.

- (s) *or to any boiler (other than a boiler used for domestic purposes) economiser or other pressure vessel, including pipes, valves and other apparatus thereof in respect of which a certificate is required to be issued under the terms of any statute or regulation occasioned by or arising from explosion, rupture, collapse, bursting, cracking or overheating thereof provided that this exclusion shall be limited to the aforementioned items immediately affected and shall not extend to other property as a result of such destruction, Loss or Damage.*

2. We will not pay for:

- (a) *demolition ordered by any public or statutory authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement or due to the incorrect siting of the Community Property;*
- (b) *the cost of rectifying faulty or defective materials or faulty or defective workmanship;*
- (c) *consequential loss, meaning We don't cover You for anything not expressly described under this **Section 1 Part A**. Some examples of what We won't pay for include loss of use or Depreciation;*
- (d) *the cost of clearing blocked pipes or drains unless the blockage causes or is the result of physical Loss or Damage to the pipe or drain.*

However, We will pay for water or liquid Loss or Damage to the Community Property resulting from the overflow of such blocked pipes or drains.

## Claims - basis of settlement

### 1. Replacement

- (a) If the Community Property is damaged, We may choose (acting reasonably) to either rebuild, replace, repair the damaged property or pay the amount it would cost to rebuild, replace or repair the damaged property.
- (b) The amount We pay under **Section 1 Part A** will be the cost of Replacement at the time of Replacement subject to the following provisions:
  - (i) the necessary work of rebuilding, replacing or repairing (with Our prior written agreement this may be carried out upon another site or in any manner suitable to Your requirements provided Our liability is not increased) must be commenced and carried out without unreasonable delay (provided that You will not be responsible for any delay caused by Us);
  - (ii) where the Community Property contains any architectural or structural feature of an ornamental, heritage or historical character or where materials used in the original construction are not readily available We will use the nearest reasonably equivalent available to the original materials;
  - (iii) if it is lawful, and with Our prior written consent, You will not be required to actually rebuild any building destroyed but may purchase an alternative existing building or part thereof to replace all or part of the one destroyed. Such Replacement will be deemed to constitute Replacement for the purpose of this insurance provided Our liability is not increased;
  - (iv) if You cause unreasonable delays in commencing or carrying out Replacement, We will not pay any extra costs that result from that delay;
  - (v) when We wish to rebuild, replace or repair and You do not want this to occur We will only pay the Indemnity Value (less any labour components) of the damaged property.



*We will not pay for the cost to:*

- (a) *rebuild or replace the undamaged Community Property;*
- (b) *rebuild, replace or repair illegal installations.*

For each and every claim You have to pay the amount of Excess shown on the Schedule or in **Section 1 Part A**.

### 2. Undamaged part of Community Property, foundations and footings

If the Community Property is damaged and any public or statutory authority requires Replacement to be carried out on another site We will pay for the value of any undamaged part of the Community Property, including foundations and footings, as though they had been destroyed.

If the sale value of the original Situation with such undamaged part is greater than without them We will deduct the amount of such difference from any settlement otherwise payable by Us.

### 3. Floor space ratio

If the Community Property is damaged and Replacement is limited or restricted under an ordinance or regulation issued by a public or statutory authority requirement that results in the reduction of the floor space ratio index, We will pay the difference between:

- (a) the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; and
- (b) the estimated cost of Replacement at the time of Loss or Damage had the reduced floor space ratio index not applied.

### 4. Land value

We will pay the difference between Land Value before and after Loss or Damage if any public or statutory authority refuses to allow the Community Property to be replaced or only allows partial Replacement, less any sum paid by way of compensation by any such authority. The maximum We will pay will be up to \$500,000.

## Special condition applying to the Claims - basis of settlement

Under Clauses 2, 3 and 4 of Claims - basis of settlement Our maximum liability is limited to the extent to which the Sum Insured for **Section 1 Part A** is not otherwise exhausted.

If We disagree with You over the values determined under 2, 3 or 4 Our disagreement will be referred to two registered valuers for a decision. We will each appoint one valuer. If the two registered valuers do not agree, a third registered valuer appointed by the President of the Australian Property Institute as an expert will decide the loss of Land Value and that decision will be final and binding on both parties. The third registered valuer will at the time of determining the loss of Land Value decide which party is to pay the costs for this referral.

# Part B - Community Rental Income

## What We cover

### 1. Community Rental Income

When the Community Property and/or Common Area has been leased out, or it can be substantiated by means of a signed agreement that the Community Property and/or Common Area would have been leased out, We will pay You up to the Sum Insured shown on the Schedule for the Community Rental Income that is lost or would have been lost if the Community Property and/or Common Area (as applicable) is made unfit to be occupied for its intended purpose by Loss or Damage that is admitted as a claim under **Section 1 Part A**.

We will pay:

- (a) from the time of the Event until the time the Community Property is let or re-let following completion of rebuilding, repairs or Replacement provided You demonstrate that all reasonable actions have been taken to obtain a new Tenant; or



*We will not pay for a period longer than twenty-four (24) months, and in any case no longer than three (3) months from the practical completion of the rebuilding, repairs or Replacement.*

- (b) if the Community Property is not rebuilt or replaced, for the time it would have reasonably taken to rebuild or replace the Community Property up to a maximum of twelve (12) months.

### 2. Disease, murder and suicide

We will pay You for Community Rental Income that is lost if the Community Property cannot be occupied by order of the police, a public or statutory authority, other body, entity or person so empowered by law, due to:

- (a) the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plant cooling towers and the like;
  - (b) a human infectious or contagious disease; or
  - (c) murder or suicide;
- occurring at the Situation.

We will pay for Community Rental Income lost from the time the order is invoked until the time the order is revoked, or for a period of thirty (30) days, whichever first occurs.



*We will not pay for loss, costs or damage caused by, arising from or in any way connected with Highly Pathogenic Avian Influenza in Humans or any disease declared to be a listed human disease under the Biosecurity Act 2015 (Cth) (including amendments), or listed under successor Commonwealth legislation dealing with quarantine or biosecurity matters (including delegated legislation) whether occurring at Your Situation or elsewhere;*

### 3. Failure of supply services

We will pay You for Community Rental Income that is lost if the Community Property is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from Loss or Damage by an Event claimable under **Section 1 Part A** happening to property belonging to or under the control of any such supply authority.

Provided the failure of services extends for more than twenty-four (24) hours We will pay from the time of the failure until the time such services are reinstated, or for a maximum period of thirty (30) days, whichever first occurs.

### 4. Cost of re-letting

When any part of the Community Property has been leased out and it is made unfit to be occupied for its intended purpose by Loss or Damage that is admitted as a claim under **Section 1 Part A** and Your Tenant at the time of the Event subsequently advises they will not be reoccupying the Community Property previously leased, We will pay You reasonable reletting costs up to \$1,500.

The combined total amount We will pay arising out of any one Event that is admitted as a claim under **Section 1 Part B** (clauses 1) to 4) inclusive) is limited to the Sum Insured shown on the Schedule for **Section 1 Part B**.



## Exclusions - What We do not cover

*In addition to the General Exclusions, We will not cover You under this **Section 1 Part B** for any Loss or Damage, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from, contributed to by, resulting from, or arising out of or in connection with:*

1. **Flood.**  
However, We will pay if Optional Cover 1) Flood is shown as 'Included' on the Schedule.
2. *any consequential loss, meaning We don't cover You for anything not expressly described under this **Section 1 Part B**. An example of what We won't pay for is loss of use.*

## Optional Covers

The following Optional Covers are operative only when **Section 1 Part A** and/or **Part B** and the Optional Cover(s) are shown as 'Included' on the Schedule.

### 1) Flood

We will cover;

- (a) **Section 1 Part A** (if shown on the Schedule) - Loss or Damage to the Community Property; and/or
- (b) **Section 1 Part B** (if shown on the Schedule) - Loss of Community Rental Income,

caused by Flood which occurs during the Period of Insurance.

The maximum We will pay for any one Event, under **Section 1 Part A** and/or **Part B** for Flood, whether designated as a Catastrophe or not, is the Sum Insured shown within the Flood Endorsement on the Schedule.

### 2) Catastrophe

If the Insured Property is destroyed or We declare it a constructive total loss following Loss or Damage caused by an Event that occurs during the Period of Insurance due to:

- (c) the happening of a Catastrophe; or
- (d) an Event that occurs not later than sixty (60) days after a Catastrophe, provided the Community Property has been continuously insured with Us for that period,

providing the Event giving rise to the Loss or Damage is admitted as a claim under **Section 1 Part A** and You are replacing and reinstating the Community Property We will increase the Sum Insured shown on the Schedule against **Section 1 Part A** up to thirty percent (30%) or such other percentage as We may agree in writing.

## Part C - Fidelity guarantee

**Section 1 Part C** is an optional cover and is only operative when a Sum Insured for Fidelity Guarantee is shown on the Schedule. If no Sum Insured appears against **Section 1 Part C**, then **Section 1 Part C** is not insured.

### Definitions applying exclusively to this Part:

#### Funds

means money, securities or other negotiable instruments 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 negotiable instruments of Lot Owners or Members.

### What We cover

We will indemnify You up to:

1. the Sum Insured shown on the Schedule for **Section 1 Part C** in respect of fraudulent misappropriation of Your Funds that occurs during the Period of Insurance;
2. \$2,500 for the cost of fees payable to external auditors that are reasonably and necessarily incurred to support a valid claim under clause 1. above.



### Exclusions - What We do not cover

In addition to the General Exclusions, We will not cover You under this **Section 1 Part C** for any:

1. *fraudulent misappropriation unless and until You have exhausted Your rights and entitlements to payment pursuant to any other fidelity bond or fidelity fund of whatsoever nature that might exist pursuant to any law;*
2. *fraudulent misappropriation committed after the initial discovery of loss;*
3. *fraudulent misappropriation conducted, condoned or ignored by You or by another person with Your express or implied consent;*
4. *losses arising out of fraudulent misappropriation committed prior to the commencement of **Section 1 Part C**;*
5. *claims arising out of losses discovered more than twelve (12) months after the expiry of **Section 1 Part C**.*

### Claims - basis of settlement

We will not pay the amount shown in the Schedule as the Excess for **Section 1**.

## Part D - Machinery breakdown

**Section 1 Part D** is an optional cover and is only operative when a Sum Insured for Machinery breakdown is shown on the Schedule. If no Sum Insured appears against **Section 1 Part D**, then **Section 1 Part D** is not insured.

### Definitions applying exclusively to this Part:

#### Insured Damage

means sudden and accidental physical Loss or Damage to the Insured Item that occurs during the Period of Insurance and requires repair or replacement to allow continuation of use.

#### Insured Item

means:

1. lifts, elevators, escalators and incliners provided they are subject to a current comprehensive maintenance agreement;
2. all other electrical, electronic and mechanical machinery, boilers and pressure vessels;

providing they are owned by You and form part of the Community Property or its services.

### What We cover

You are covered for the following Events that occur during the Period of Insurance.

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

1. We will pay up to the Sum Insured shown on the Schedule for **Section 1 Part D** for Insured Damage to an Insured Item on the basis set out below in Claims - basis of settlement, including the cost of:
  - (a) expediting repair including overtime working;
  - (b) express or air freight on recognised/scheduled services;
  - (c) replacing oil and refrigerant gas from air-conditioning units or refrigeration units;
  - (d) hiring a temporary replacement item where such cost is necessary to maintain a vital service of Yours;and provided that the Insured Item is:
  - (a) contained at the Situation; and
  - (b) in the ordinary course of working at the time Insured Damage occurs.

2. Community Rental Income

When the Community Property and/or Common Area has been leased out, or it can be substantiated by means of a signed agreement that the Community Property and/or Common Area would have been leased out, We will pay You for the Community Rental Income that is lost or would have been lost if Insured Damage occurs and the Community Property and/or Common Area is made unfit to be occupied for its intended purpose by Insured Damage that is admitted as a claim under Event 1. above.

We will pay:

- (a) from the time of the Insured Damage until the time the Community Property is re-let following completion of repairs or Replacement provided You demonstrate that all reasonable actions have been taken to obtain a new Tenant; or
- (b) the amount of any reasonable rental rebate that is negotiated with an existing Tenant following the happening of Insured Damage until completion of repairs or Replacement.

The total amount We will pay under Event 2. is limited to fifteen percent (15%) of the Sum Insured shown on the Schedule for **Section 1 Part D** or such other percentage as We may agree in writing.

3. Professional fees

We will pay up to \$10,000 for the reasonable cost of professional fees and other expenses You necessarily incur with Our prior written consent in the preparation of a claim under **Section 1 Part D**.



### Exclusions - What We do not cover

*In addition to the General Exclusions We will not cover You under this **Section 1 Part D** for any Insured Damage, Loss or Damage, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from, contributed to by, resulting from, or arising out of or in connection with:*

1. any amount that is payable or any matter excluded under **Section 1 Part A** of the Policy, other than where cover is provided within **Section 1 Part D**.
2. any of the following
  - (a) *Wear and Tear, smut, smoke, soot, rust, corrosion, oxidisation or scale formation;*

- (b) *Erosion, Earth Movement, action of the sea, high water, Storm Surge, high tide, tidal wave, or Flood;*
  - (c) *chipping, scratching or discolouration of painted, polished or finished surfaces;*
  - (d) *the deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving that had not previously penetrated completely through the entire thickness of the material of the Insured Item, notwithstanding that repair or renewal of the part affected may be necessary either immediately or at some future time, except where caused by Insured Damage and You did not know or should not reasonably have known of the pre-existing condition;*
  - (e) *the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions or ordinary use;*
  - (f) *the tightening of loose parts, recalibration or adjustments;*
  - (g) *the carrying out of tests involving abnormal stresses or the intentional overloading of any Insured Item.*
3. *or to:*
- (a) *glass, porcelain or ceramic components;*
  - (b) *defective tube joints or other defective joints or seams;*
  - (c) *any valve fitting, shaft seal, gland packing joint or connection except where caused directly by Insured Damage;*
  - (d) *foundations, brickwork, and refractory materials forming part of an Insured Item;*
  - (e) *television, video or audio equipment other than security system equipment;*
  - (f) *expendable items such as electrical and electronic glass bulbs, tubes, lamps and x-ray tubes;*
  - (g) *electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, microprocessor and/or controller units, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;*
  - (h) *computers, telecommunication transmitting and receiving equipment, Electronic Data processing equipment, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, stationery and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating electrical wiring, water and gas piping and all other plant and equipment not owned by You;*
  - (i) *plant that has been hired or is on loan unless We specifically agree in writing;*
  - (j) *any boiler (other than a boiler used for domestic*

*purposes) economiser or other pressure vessel, including pipes, valves and other apparatus thereof in respect of which a certificate is required to be issued under the terms of any statute or regulation occasioned by or arising from explosion, rupture, collapse, bursting, cracking or overheating thereof provided that this exclusion shall be limited to the aforementioned items immediately affected and shall not extend to other property as a result of such loss or destruction or damage.*

- 4. *consequential loss of any kind other than that which is specifically stated. This means We don't cover You for anything not expressly described in the cover sections of this Policy. Some examples of what We won't pay for include loss of use or depreciation.*
- 5. *the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.*
- 6. *or 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.*
- 7. *or that is claimable from any manufacturer, supplier, engineer or other person under the provisions of any maintenance or warranty agreement.*
- 8. *loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts.*
- 9. *the cost of converting refrigeration/air-conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas.*

## Part D - Claims - basis of settlement

We will at Our option (acting reasonably) repair or replace the Insured Item or pay for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Insured Damage. Whenever an Excess is shown on the Schedule, You have to pay or contribute the stated amount for each loss arising out of or consequent upon that Event.

We will not make any deduction for Depreciation in respect of parts replaced.

Where components or manufacturer's 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.



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

# Section 2 - Casualty Covers

## Part A – Legal Liability

### Definitions applying exclusively to this Part

#### Compensation

means monies paid or payable by judgment or settlement together with any liability on Your behalf to pay legal costs and expenses (other than those amounts referred to in Automatic extensions - 2. Cost of defending a claim) for:

- Personal Injury; or
- Property Damage;

in respect of which cover is provided under this **Section 2 Part A**.

#### Occurrence

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

#### Personal Injury

means:

1. bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury;
2. false arrest, wrongful detention, false imprisonment or malicious prosecution;
3. wrongful entry or eviction or other invasion of the right of privacy;
4. a publication or utterance of defamatory or disparaging material;
5. assault and battery committed by You or any Lot Owner at direction of the insured for the purpose of preventing or eliminating danger to person or property;

that happens during the Period of Insurance anywhere in Australia.

#### Pollutants

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

#### Professional Advice or Service

means the imparting of knowledge or action in relation to any form of professional training, but not where that knowledge or action is contributed in the spirit of any Good Samaritan legislation.

#### Property Damage

means:

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

that happens during the Period of Insurance anywhere in Australia.

#### You, Your

means:

1. the insured as named on the Schedule;
2. any other organisation over which the insured exercises active management control;
3. any new organisation acquired by the insured during the Period of Insurance through consolidation, merger, purchase of the assets of or assumption of control and active management or creation, provided that:
  - (a) such acquisition is notified to Us in writing as soon as reasonably possible after the acquisition, and if You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay; and
  - (b) We provide notice in writing to the insured that such new organisation shall be covered by the Policy;
4. any past, present or future Officer Bearer, employee, voluntary worker, work experience person (including the personal representative of any officer bearer, employee, voluntary worker, work experience person) of the parties referred to in 1. to 3. above, only whilst acting within the scope of their duties in such capacity;
5. any social and/or sporting clubs, first aid, fire and ambulance services formed with the consent of the parties referred to in 1. to 3. above, including any office bearer or member only whilst acting within the scope of their duties in such capacity as a representative of such club or services facility.

## What We cover

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

1. We will pay up to the Sum Insured shown in the Schedule for **Section 2 Part A** where You become legally liable to pay Compensation (including plaintiff's legal costs) for:

- Personal Injury; or
- Property Damage;

resulting from an Occurrence happening directly in connection with the insured's Business.

### Automatic extensions

We will pay up to the Sum Insured shown in the Schedule for **Section 2 Part A** where You become legally responsible to pay Compensation for Personal Injury or Property Damage resulting from an Occurrence happening in connection with the insured's Business:

- (a) Bridges, roadways, kerbing, footpaths, services arising from bridges, roadways, kerbing, footpaths, underground and overhead services the insured owns at the Situation.
- (b) Car park liability to Vehicles in Your actual control where such Property Damage occurs while the Vehicle is being operated in a car park or designated parking area the insured owns at the Situation.
- (c) Use of facilities by Lot Owners arising from the use by Lot Owners of facilities the insured owns at the Situation.
- (d) Recreational and other activities arising from recreational, social or other activities arranged by the insured at the Situation for the exclusive benefit of Lot Owners, including the hiring of facilities at the Situation.
- (e) Services arising out of the service or services the insured arranges, for the benefit, general use and enjoyment of Lot Owners and occupiers of Lots, at the Situation.
- (f) Watercraft arising from any Watercraft (not exceeding 8 metres in length) owned by the insured, whilst in Your possession or physical or legal control.
- (g) Garden equipment and unregistered vehicles arising from any wheelchair, garden equipment including lawn mowers, golf cart, golf buggy or other unregistered vehicle owned by the insured, whilst in Your possession or physical or legal control.

2. Cost of defending a claim

We will pay in addition to the Sum Insured under **Section 2 Part A**:

- (a) all reasonable legal costs and expenses incurred by Us;
- (b) the reasonable cost of legal representation the insured necessarily incurs with Our written consent at a coronial inquest or inquiry into any death that may be the subject of a claim for compensation under **Section 2 Part A**;
- (c) other reasonable expenses the insured necessarily incurs that We have agreed to reimburse; and
- (d) all interest accruing after judgment has been entered against the insured until We have paid, tendered or deposited in court the amount that We are liable to pay following judgment.

3. Court appearance

We will pay compensation of \$250 per day if We require an Office Bearer, committee member or the Association Manager to attend a Court as a witness in connection with a claim under **Section 2 Part A**.

4. Vicarious Liability of the Association Manager

If the insured's Association Manager is joined in an action commenced against You, solely by virtue of their relationship with You, We will indemnify the Association Manager as though they were You.



*However, We shall not provide indemnity to the Association Manager in respect to claims directly or indirectly arising from or attributable to a negligent or wrongful act, error or omission of theirs when acting in a professional capacity, including but not limited to performance of their obligations with respect to any management agreement or other contractual arrangement they may have in place with the insured.*



## Exclusions - What We do not cover

*In addition to the General Exclusions We will not cover You under this **Section 2 Part A** for any, benefit, legal liability, Compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from, contributed to by, resulting from, or arising out of or in connection with:*

1. *a Vehicle which is owned or being used by You*
2. *any liability in respect of which You are or would be entitled to indemnity under any fund, scheme, policy of insurance or self-insurance pursuant to or required by any legislation relating to workers compensation whether or not such insurance has been effected.*
3. (a) *damage to property belonging to, rented to or leased to You or in Your physical or legal control, other than as specifically provided by this **Section 2 Part A** Automatic extension 1.(b);*

- (b) *damage to property belonging to any person who is deemed Your worker or employee within the provisions of any workers compensation, accident compensation or similar legislation applying where the Community Property is situated;*
- (c) *injury to or death of animals on the Common Area;*
- (d) *Personal Injury or Property Damage caused by animals on the Common Area, other than guard or watch dogs the insured employs for security purposes.*

4. *the rendering or failure to render Professional Advice or Service by You or on Your behalf or any error or omission connected therewith.*

This exclusion does not apply for the rendering of first aid services.

5. *the publication or utterance of a defamation, libel or slander by You or at Your direction:*
- (a) *made prior to the commencement of **Section 2 Part A**; or*
  - (b) *when You knew it to be false.*
6. *the ownership, possession or use of any vehicle, Watercraft, hovercraft, aircraft or aircraft landing areas other than as specifically provided in **Section 2 Part A Automatic extensions 1.(f) and (g).***
7. *the ownership of marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) if such facilities:*
- (a) *are used for commercial purposes; or*
  - (b) *provide fuel distribution facilities, unless We otherwise agree in writing.*
8. *construction, erection, demolition, alterations or additions to the Community Property where the cost of such work exceeds \$100,000, unless the insured advises Us and obtains Our written consent to provide cover before commencement of such works.*
9. *vibration or from the removal or weakening of or interference with the support of land or buildings or any other property.*
10. *or under the terms of any agreement unless such liability would have attached to the insured at law in the absence of such agreement.*

This exclusion does not apply to:

- (a) liability assumed by the insured under any written contract where the insured will lease or rent real or personal property for use in its Business which belongs to a third party other than You, and provided that the liability does not arise by reason of an obligation to insure the leased or rented property, or an obligation to indemnify the property owner, in the absence of or irrespective of fault on the insured's behalf; or

- (b) liability assumed by the insured in the course of its Business under the terms of any written agreement with a company, person or firm appointed by any Court or Tribunal to manage the insured's Business except where liability arises out of:

- (i) any act of negligence on their part; or
- (ii) by their default in performing their obligations under such agreement.

11. *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 by You and takes place in its entirety at a specific time and place during the Period of Insurance.

*However, no cover will be provided under this clause if such discharge, dispersal, release or escape is in connection with waste disposal unit(s) or waste disposal repositories (other than transfer stations) or landfill operations.*

12. *the prevention, removing, nullifying or clean-up of any contamination or pollution.*

This exclusion does not apply to clean-up, removal or nullifying expenses that are incurred by You after a sudden and identifiable happening, unexpected and unintended by You, that takes place in its entirety at a specific time and place during the Period of Insurance.

*However, no cover will be provided under this clause if such discharge, dispersal, release or escape is in connection with waste disposal unit(s) or waste disposal repositories (other than transfer stations) or landfill operations.*

13. *finer or penalties or for punitive, aggravated, exemplary or additional damages (including interest and costs) imposed against any person indemnified by the Policy.*
14. *the actual or alleged use or presence of asbestos or in any way involving asbestos or asbestos contained in any materials in whatever form or quantity.*
15. *the application of any fertiliser, pesticide or herbicide.*
- However, this exclusion will not apply to property of others if 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.
16. *any wheelchair, garden equipment including lawn mowers, golf cart, golf buggy or other Vehicle owned by You, in Your possession or physical or legal control if any such item or Vehicle is or should have been registered and/or insured under legislation in the state or territory of Australia in which it is being used.*
17. *any Watercraft which is subject to hire for fee or reward.*

## Part B - Voluntary Workers

### Definitions applying exclusively to this Part

#### Injury Date

means the earlier of:

1. the date the Voluntary Worker's Medical Adviser reasonably diagnoses as the most likely date of the bodily injury;
2. the date Our Medical Adviser reasonably diagnoses as the most likely date of the bodily injury;
3. the date the Voluntary Worker first became aware of the bodily injury or a reasonable person in the circumstances would have been aware of the bodily injury;
4. the date the Voluntary Worker first received medical treatment for the bodily injury; and
5. the date the bodily injury is first diagnosed by a Medical Adviser.

#### Medical Adviser

means a legally qualified doctor of medicine or dentist registered to provide the relevant service in the place the Voluntary Worker receives the medical service.

#### Partial Disablement

means a bodily injury which entirely prevents a Voluntary Worker from:

1. carrying out a substantial part of the normal duties of such person's usual occupation, profession or business; or
2. where such person engages in more than one occupation, profession or business, engaging in **any of them**;

as certified by a Medical Advisor.

#### Total Disablement

means a bodily injury which entirely prevents a Voluntary Worker from:

1. carrying out all of the normal duties of such person's usual occupation, profession or business; or
2. where such person engages in more than one occupation, profession or business, engaging in **all of them**;

as certified by a Medical Advisor.

#### Voluntary Worker

means a person aged twelve (12) years or over engaged solely in Voluntary Work.

#### Voluntary Work

means work or duties performed during the Period of Insurance for and on the request of You for no income, fee, remuneration or other reward.

#### You, Your, Yours

means the insured as named on the Schedule.

### What We cover

We will pay to a Voluntary Worker, or that person's estate, the compensation detailed hereunder in the event of such Voluntary Worker sustaining bodily injury during the Period of Insurance:

1. whilst voluntarily engaged in work for or on behalf of You; and
2. caused solely and directly by violent, accidental, external and visible means; and
3. which, independently of any other cause, results in the following insured Events.

#### Events

- |  |           |
|--|-----------|
| 1. Death   | \$200,000 |
| 2. Total and irrecoverable loss of all sight in both eyes  | \$200,000 |
| 3. Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot  | \$200,000 |
| 4. Total and permanent loss of the use of one hand or of the use of one foot   | \$100,000 |
| 5. Total and irrecoverable loss of all sight in one eye  | \$100,000 |
| 6. (a) Total Disablement from engaging in or attending to the Voluntary Worker's usual profession, business or occupation - in respect of each week of Total Disablement:  |           |
| (i) a weekly benefit of  | \$1,000   |
| or   |           |
| (ii) if the Voluntary Worker substantiates that the amount of their average weekly wage, salary or other remuneration earned from personal exertion is greater than \$1,000 per week - the amount of such remuneration up to a maximum per week of | \$2,000   |
| (b) Partial Disablement from engaging in or attending to the Voluntary Worker's usual profession, business or occupation - in respect of each week of Partial Disablement:   |           |

- (i) a weekly benefit of \$500
  - or
  - (ii) if the Voluntary Worker substantiates that the amount of their average weekly wage, salary or other remuneration earned from personal exertion is reduced by more than \$500 per week - the amount of such reduction up to a maximum per week of \$1,000
7. The reasonable and necessary cost of hiring or employing domestic assistance if a Voluntary Worker is totally disabled from performing:
- (a) his/her usual profession, business or occupation;
  - or
  - (b) usual household activities;
- in respect of each week of Total Disablement a weekly benefit not exceeding \$500
8. The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source - a benefit not exceeding \$2,000
9. The reasonable cost of home tutorial expenses if the Voluntary Worker is a full time student - in respect of each week of Total Disablement a weekly benefit not exceeding \$250
10. The reasonable cost of burial or cremation of a Voluntary Worker following a claim payable under Event 1 - a benefit not exceeding \$5,000
- (e) *Event 7 and Event 9 in excess of an aggregate of ten (10) weeks in all, in respect of any one disablement;*
  - (f) *bodily injury unless the applicable Event occurs within twelve months of the Injury Date;*
  - (g) *an injury to a Voluntary Worker unless, as soon as possible after the occurrence of the injury, the Voluntary Worker procures and follows proper medical advice from a Medical Adviser;*
  - (h) *any amounts recoverable under a Medicare benefit or payable by any registered health benefits insurer;*
  - (i) *any fees or charges which would result in Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth), the National Health Act 1953 (Cth) or which We are otherwise prohibited from paying by law.*
2. *We will not pay compensation in respect of claims:*
- (a) *arising out of illness;*
  - (b) *arising out of intentional self-injury or suicide, or any attempt thereat;*
  - (c) *attributable wholly or in part to childbirth or pregnancy, notwithstanding that miscarriage or childbirth may have been accelerated or induced by the bodily injury sustained; or*
  - (d) *arising out of a Voluntary Worker being under the influence of alcohol or any drug, other than a drug prescribed by a Medical Adviser.*



## Exclusions - What We do not cover

*In addition to the General Exclusions We will not cover You under this **Section 2 Part B** for any, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from, contributed to by, resulting from, or arising out of or in connection with:*

1. (a) *more than one of Events 6 (a) and 6 (b) in respect of the same period of time;*
- (b) *a bodily injury to a Voluntary Worker unless, as soon as possible after the occurrence of the bodily injury, the Voluntary Worker procures and follows proper medical advice from a Medical Adviser;*
- (c) *Event 6 (a) and Event 6 (b) in respect of Voluntary Workers not in receipt of wages, salaries or other remuneration from their personal exertion;*
- (d) *Event 6 (a) and Event 6 (b) in excess of an aggregate of one hundred and four (104) weeks in all, in respect of any one disablement;*

## Special conditions

1. If a Voluntary Worker becomes entitled to compensation under more than one of the Events 1 to 5 in respect of the same bodily injury, the compensation payable will be cumulative up to one hundred percent (100%) of the compensation payable for Event 1.
2. After the occurrence of any one of the Events 1 to 5 there will be no further liability under **Section 2 Part B** for these Events in respect of the same Voluntary Worker.
3. In the event of a claim involving the death of a Voluntary Worker We will, at Our discretion, be entitled to have a post-mortem examination carried out at Our expense.
4. Whenever an Excess is shown on the Schedule, You have to pay or contribute the stated amount for each claim arising out of or consequent upon that Event.

## Part C - Office Bearers Liability

This Office Bearers Liability cover is issued on a Claims made and notified basis. This means it responds to Claims first made against You during the Period of Insurance and notified to Us during that same Period of Insurance.

**Section 2 Part C** - Office Bearers Liability is an optional cover and is only operative when an amount for Office Bearers Liability is shown on the Schedule. If no amount appears against **Section 2 Part C**, then **Section 2 Part C** is not insured.

### Definitions applying exclusively to this Part

#### Claim, Claims

means:

1. a written or verbal allegation of any Wrongful Act; or
2. a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading alleging any Wrongful Act; or
3. an official investigation into the affairs of Yours.

#### 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):

1. in the investigation, defence, monitoring or settlement of any Claim or proceedings and appeals therefrom together with the costs of appeal; or
2. in the legally compellable attendance by an Office Bearer at any official investigation into the affairs of Yours.

#### Documents

means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whether written, printed or reproduced by any other method but does not include currency notes or negotiable instruments of any kind.

#### Loss

means the amount payable in respect of a Claim made against You for a Wrongful Act and will include damages, judgements, settlements, orders for costs and Defence Costs.

#### 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 of You performing the duties and responsibilities of an Office Bearer or committee member of the Community Association.

Where any such Wrongful Act results in more than one Claim covered by Us under this or another policy, all such Claims will jointly constitute one Loss and be deemed to have originated in the earliest Period of Insurance in which any of such Wrongful Acts is first reported to Us.

#### You, Your, Yours

means the past, present or future Office Bearers or committee members of the Community Association, including those persons':

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

However, this does not include an Association Manager or any other contracted person(s), firm or company when acting in their professional capacity.

### What We cover

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

1. We will pay up to the Sum Insured:
  - (a) (i) on Your behalf, all Loss for which You are not indemnified by the Community Association;
  - (ii) on behalf of the Community Association, all Loss for which they grant indemnification to You, as permitted or required by law, or for which the Community Association is vicariously liable at law;

arising from any Claim first made against You individually or otherwise, or against the Association Manager while acting as an Office Bearer, during the Period of Insurance; and

(b) reported to Us during the Period of Insurance,

provided that Claims which do not comply with all of (a) and (b) above are not, other than as provided under Special condition 1 Continuous Cover, the subject of this insurance or any indemnity.

## 2. Defence costs

We agree that in relation to any Claim:

- (a) where indemnity has been confirmed by Us in writing, We will advance Defence Costs arising from such Claim;
- (b) where indemnity has not been confirmed by Us in writing, We will:
  - (i) where We elect to conduct the defence or settlement of such Claim, pay Defence Costs arising from such Claim; or
  - (ii) in any other case, We may at Our discretion advance the Defence Costs arising from such Claim.

In the event the Claim is withdrawn or that indemnity is subsequently withdrawn or denied We will cease to advance Defence Costs and You will refund any Defence Costs advanced by Us to the extent that We are satisfied that You were not entitled to such Defence Costs, unless We agree in writing to waive recovery of such Defence Costs.

## 3. Reinstatement of the Sum Insured

When We have paid a Claim and the total amount paid equals, or but for the Sum Insured would exceed, the Sum Insured We will reinstate the Sum Insured once only to that shown on the Schedule for **Section 2 Part C**, subject to the insured paying or agreeing to pay Us any additional Premium that We may require.



*This reinstatement shall not apply to:*

- (a) *any Claim, fact or circumstance that should have been or could have been notified to Us during the preceding Period of Insurance or under an earlier Office Bearers Liability policy issued by Us;*
- (b) *any Claim notified to Us for which a Loss payment has not been made;*
- (c) *any existing Claim on which a Loss payment has been made including any subsequent Claim that may arise from the same event.*

## 4. Total limit of Our liability

The most We will pay for all Claims in the aggregate in respect of any one Period of Insurance is:

- (a) the Sum Insured shown on the Schedule for **Section 2 Part C**; and
- (b) when We have reinstated Your cover under insuring clause 3 above, an additional amount equal to that Sum Insured;

inclusive of claimant's costs and expenses and Defence Costs incurred by Us.



## Exclusions - What We do not cover

*In addition to the General Exclusions We will not cover You under this **Section 2 Part C** for any Loss, Defence Costs, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from, contributed to by, resulting from, or arising out of or in connection with:*

1. *the actual or alleged use or presence of asbestos or in any way involving asbestos or asbestos contained in any materials in whatever form or quantity.*
2. *facts or circumstances that You knew of prior to or at the commencement of **Section 2 Part C**, or that a reasonable person in the circumstances could be expected to know, that may give or has given rise to a Claim against You.*
3. *Claims brought about or contributed to by any dishonest or fraudulent, criminal or malicious act or omission.*

However, this exclusion does not apply to any Office Bearers not committing, colluding in or condoning any such act or omission.

4. *Claims for death, personal injury, mental anguish or mental injury, disability, fright, shock, sickness, disease, or loss or damage to property.*
5. *Claims resulting from Your failure to obtain, effect or maintain adequate insurances as required by legislation applying where the Community Property and Common Area is situated, Your by-laws or management statement, or the terms of any other agreement or arrangement You have entered into.*
6. *Claims arising out of a publication or utterance of a libel or slander or other defamatory or disparaging material.*
7. *finances, penalties, punitive or exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.*
8. *You gaining or having gained any personal profit or advantage to which You are not legally entitled or for which You may be held accountable to the Community Association or any individual Member thereof.*
9. *any money or gratuity given to or taken by You without authorisation by the Community Association where such authorisation is necessary pursuant to the Articles of the Community Association or prescribed law.*
10. *Claims arising from a conflict of duty or interest of Yours.*

11. *any intentional exercise of power by You where the exercise of that power is for a purpose other than the purpose for which such power was conferred by the Articles of the Community Association or prescribed law.*
12. *any Wrongful Act made or threatened or in any way intimated on or before the commencement date specified on the Schedule, subject to the application of Special condition 1.*
13. *Claims brought against You in a Court of Law outside Australia.*

## Special conditions

### 1. Continuous cover

We agree that if there is a fact or circumstance that should have been notified to Us under an earlier Office Bearers Liability policy issued by Us, We will accept the notification of such fact or circumstance under the Policy subject to the following provisos:

- (a) You held an Office Bearers Liability policy with Us on a continuous basis including from the date when such notification should have been given and the date when such notification was in fact given; and
- (b) the fact or circumstance is not subject to a fraudulent misrepresentation; and
- (c) the terms and conditions applicable to this Special condition 1 and to that notification will be the terms and conditions, including any Excess applicable to **Section 2 Part C**, under the current Period of Insurance, with the exception of the Sum Insured (refer below); and
- (d) the Sum Insured which applies to this Special condition 1 will be the lesser of:
  - (i) the Sum Insured under the Policy for the current Period of Insurance; and
  - (ii) the sum insured or limit of liability (as applicable) under the prior policy.

### 2. Excess

Whenever an Excess is shown on the Schedule, You have to pay or contribute the stated amount for each Claim covered under **Section 2 Part C**.

If more than one person or entity makes a Claim for the same Wrongful Act, this is deemed to be a single Claim for the purpose of application of the Excess.

Only one Excess is payable for Claims arising from the one originating cause or source.

### 3. Reporting and notice

A Claim, fact or circumstance will be considered to have been first reported to Us the time You first give written notice to Us.

### 4. Settlement

If You refuse to consent to any settlement recommended by Us and elect to continue any legal proceedings in connection therewith, Our liability for the Claim will not exceed the amount for which the Claim was recommended to be settled for including the costs and expenses incurred up to the date of such refusal.

### 5. Severability and non-imputation

We agree that where **Section 2 Part C** insures more than one party, any conduct on the part of any party or parties whereby such party or parties:

- (a) failed to comply with the duty of disclosure in terms of the *Insurance Contracts Act 1984* (Cth); or
- (b) made a misrepresentation to Us before this contract of insurance was entered into; or
- (c) failed to comply with any terms or conditions of **Section 2 Part C**;

will not prejudice the rights of the remaining party or parties to indemnity as may be provided by **Section 2 Part C**, subject to the following provisos:

- (a) such remaining party or parties be entirely innocent of and have no prior knowledge of any such conduct; and
- (b) as soon as is reasonably practicable upon becoming aware of any such conduct advise Us in writing of all known facts in relation to such conduct.

### 6. General Condition 3 does not apply to Section 2 Part C.

## Part D - Government audit costs

**Section 2 Part D** - Government audit costs is an optional cover and is only operative when a Sum Insured for Government audit costs is shown on the Schedule. If no Sum Insured appears against **Section 2 Part D**, then **Section 2 Part D** is not insured.

### Definitions applying exclusively to this Part

#### Audit

means an audit or investigation of Your taxation and financial affairs by the Australian Taxation Office, or by a commonwealth, state or territory department, statutory body or agency in relation to and following the lodgement of Your return(s), including but not limited to Business Activity Statement (BAS), Capital Gains Tax, Fringe Benefits Tax, Income Tax, Prescribed Payment and Group Tax Returns, Payroll Tax, Stamp Duty, compliance with *Superannuation Industry Supervision Act 1993* (Cth) and Workers Compensation Returns.

#### Auditor

means an officer who is authorised under commonwealth, state or territory legislation to carry out an Audit of Your taxation or financial affairs.

#### 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 that is intended by the Auditor to be its findings or the basis upon which it proposes to act in connection with a Designated Liability.

#### Professional Adviser

means:

1. an accountant who is a member of a nationally recognised accounting body, registered tax agent or tax consultant; or
2. any other professional person or consultant engaged by You 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:

1. form part of an annual or fixed fee or cost arrangement; or
2. 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
3. were rendered by a third party in relation to which Our written consent was not obtained before those fees were incurred; or
4. relate to or are associated with the preparation of any accounts, financial statements or documents or to any attendance or service that would have been or would or should ordinarily or prudently have been prepared prior to or at the time that the lodgement of any return or document was required to be lodged in connection with a Designated Liability.

#### Record Keeping Audit

means any enquiry or investigation, other than an Audit, to determine the extent of Your compliance with the record keeping requirements of relevant legislation that You have to comply with.

### What We cover

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

1. We will pay up to the Sum Insured shown on the Schedule for **Section 2 Part D** for Professional Fees You reasonably incur with Our written consent in connection with an Audit first notified to You verbally or in writing during the Period of Insurance.
2. We will pay up to \$1,000 in any one Period of Insurance for Professional Fees You reasonably incur with Our written consent in connection with a Record Keeping Audit first notified to You verbally or in writing during the Period of Insurance.



We will not pay more than the Sum Insured for:

- (a) any Audit first notified to You during the Period of Insurance including any such Audit notified but not finalised until a subsequent Period of Insurance;
- (b) all Audits notified to You in any one Period of Insurance.



## Exclusions - What We do not cover

In addition to the General Exclusions We will not cover You under this **Section 2 Part D** for any Professional Fees, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from, contributed to by, resulting from, or arising out of or in connection with:

1. or for Professional Fees:
  - (a) if prior to the commencement of the Period of Insurance You, or any person acting on Your behalf:
    - (i) received any notice of a proposed Audit;
    - (ii) had information that an Audit was likely to take place;
    - (iii) had information that would indicate to a reasonable person that an Audit was likely to take place.
  - (b) if a return, or a document required to be lodged in relation to an Audit, has not been lodged:
    - (i) at all;
    - (ii) properly;
    - (iii) by the due date.
  - (c) for any Audit that is conducted specifically for the purposes of determining if a fine, penalty or prosecution should be imposed in connection with:
    - (i) any act or omission by You; or
    - (ii) any failure, act or omission arising from or in connection with Your statutory obligations.
  - (d) charged by someone other than a Professional Adviser unless We have given Our prior written consent.
  - (e) relating to the Audit of Your taxation and financial affairs unless Your taxation return is first lodged:
    - (i) during the Period of Insurance; or
    - (ii) not more than twelve (12) months prior to the original commencement date of **Section 2 Part D**;

or relates to a return for a financial year not more than three (3) years prior to the date You receive notification of an Audit.

- (f) relating to an Audit if You fail to comply with any requirement or obligation imposed upon You by any relevant legislation if a return in relation to the Audit was not prepared or reviewed by Your Professional Adviser prior to dispatch.
  - (g) to the extent We are prejudiced if You fail to take all reasonable steps to comply with any requirement imposed by any relevant legislation.
2. We will not under any circumstances pay for the cost of:
    - (a) any fines, penalties, interest or adjustment of tax, additional tax, duty, government impost or similar charges.
    - (b) any review pertaining to You maintaining any industry status, licence, membership or compliance with any employee related legislation or regulations.
    - (c) the gathering of data or information by any government, statutory body, authority or agency that is not directly part of an Audit.

## Special conditions

1. You must:
  - (a) make all efforts to comply with the relevant legislation, procedures and guidelines issued by the Australian Taxation Office, or commonwealth, state or territory department, statutory body or agency in relation to the maintenance of records, books and documents;
  - (b) lodge taxation and other statutory returns within the prescribed time limits or if an extension is granted within the further period granted;
  - (c) upon becoming notified of an Audit or impending Audit promptly inform Strata Community Insurance by telephone, in writing or in person;
  - (d) obtain Strata Community Insurance's written approval before engaging a Professional Adviser, other than Your accountant, and notify them of all Professional Fees Your Professional Adviser or accountant proposes to charge. Please contact Us to seek approval for these costs.
2. An Audit commences:
  - (a) at the time, You first receive notice that an Auditor proposes to conduct an Audit; and
  - (b) is completed when:
    - (i) the Auditor has given written notice to that effect; or
    - (ii) the Auditor notifies You that it has made a Final Decision of a Designated Liability; or
    - (iii) when the Auditor has issued an assessment, or amended assessment of a Designated Liability.

## Part E - Appeal expenses - health and safety breaches

**Section 2 Part E** - Appeal expenses – health and safety breaches is an optional cover and is only operative when a Sum Insured for Appeal expenses – health and safety breaches is shown on the Schedule. If no Sum Insured appears against **Section 2 Part E**, then **Section 2 Part E** is not insured.

### Definitions applying exclusively to this Part

#### Appeal Expenses

means legal costs, professional costs and other disbursements necessarily and reasonably incurred by You with Our consent in connection with a claim brought against You.

### What We cover

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

We will pay up to the Sum Insured shown on the Schedule for **Section 2 Part E** for Appeal Expenses You necessarily incur with Our consent in appealing against:

1. an improvement or prohibition notice issued to You under any workplace, occupational health and safety or similar legislation applying where the Community Property is situated; or
2. a determination made against You by a review committee, arbitrator, tribunal or Court under any workplace occupational health, safety or similar legislation applying where the Community Property is situated.



*We will not pay more than the Sum Insured for:*

- (a) *any notice or determination first made or first brought against You during the Period of Insurance including any such notice or determination not finalised until a subsequent Period of Insurance;*
- (b) *all notices and determinations first notified or brought against You in any one Period of Insurance.*



### Exclusions - What We do not cover

*In addition to the General Exclusions, We will not cover You under this **Section 2 Part E** for any Appeal Expenses, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from, contributed to by, resulting from, or arising out of or in connection with any such notice or determination unless it is first made or first brought against You during the Period of Insurance and You report it to Us during that same Period of Insurance.*

The improvement or prohibition notice must arise out of Your failure to provide and maintain so far as is reasonably practicable:

1. a safe working environment;
2. a safe system of work;
3. plant and substances in a safe condition;
4. adequate facilities of a prescribed kind for the welfare of Your employees.

## Part F - Legal defence expenses

**Section 2 Part F** - Legal defence expenses is an optional cover and is only operative when a Sum Insured for Legal defence expenses is shown on the Schedule. If no Sum Insured appears against **Section 2 Part F**, then **Section 2 Part F** is not insured.

### Definitions applying exclusively to this Part

#### Appointed Representative

means a solicitor, barrister, assessor, consultant, investigator or other appropriately qualified person instructed to act on Your behalf in connection with any claim with respect to which Legal Defence Expenses are payable under **Section 2 Part F**.

#### Contribution

means the proportion of Legal Defence Expenses payable by You in addition to the Excess, and is payable on the net Legal Defence Expenses after deduction of the Excess.

#### Legal Defence Expenses

means:

1. fees, expenses and other disbursements necessarily and reasonably incurred by You through an Appointed Representative in connection with any claim brought against You including costs and expenses of expert witnesses as well as those incurred by Us in connection with any such claim;
2. legal fees, expenses and other disbursements reasonably and necessarily incurred by You in appealing or resisting an appeal from the judgment or determination of a Court, arbitrator or Tribunal.

### What We cover

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

We will pay up to the Sum Insured shown on the Schedule for **Section 2 Part F** for Legal Defence Expenses You necessarily incur with Our written consent in connection with litigation arising out of a claim first made or first brought against You during the Period of Insurance and notified to Us during that same Period of Insurance:

1. in connection with the conduct of Your ordinary Business and affairs;

2. under the *Competition and Consumer Act 2010* (Cth) or under any other consumer protection legislation;
3. arising out of any dispute with an employee, former employee or prospective employee:
  - (a) concerning the terms and conditions of their contract of employment or alleged contract of employment with You;
  - (b) leading to civil or criminal proceedings under any race relations, sexual discrimination or any other Australian anti-discrimination legislation.

Legal Defence Expenses associated with any appeal which We consent to or which We bring under **Special condition 1** are included in the Sum Insured for the Period of Insurance in which the claim under appeal was first made or brought against You.



*We will not pay:*

1. *unless:*
  - (a) *any such claim is first made or first brought against You during the Period of Insurance; and*
  - (b) *You report it to Us during the Period of Insurance; and*
  - (c) *We agree there are reasonable grounds for the defence of any such claim.*
2. *more than the Sum Insured for Section 2 Part F for:*
  - (a) *any claim first made or first brought against You during the Period of Insurance including any such claim not finalised, or appeal not brought or finalised, until after the Period of Insurance has expired;*
  - (b) *all claims first made or first brought against You in any one Period of Insurance and any appeals in relation to those claims.*

### Excess and Contribution

For each and every claim made or brought against You, You must pay:

1. by way of Excess - the amount shown on the Schedule; plus
2. by way of Contribution - the percentage shown on the Schedule.

Examples based on a Sum Insured of \$50,000:	(1)	(2)	(3)
<b>Cost of Legal Defence Expenses</b>	\$20,000	\$50,000	\$80,000
<b>less Your Excess (e.g. \$10,000)</b>	\$10,000	\$10,000	\$10,000
<b>Net fees after the deduction of the Excess</b>	\$10,000	\$40,000	\$70,000
<b>less Your Contribution (e.g. 10% of the net fees)</b>	\$1,000	\$4,000	\$7,000
<b>Amount claimable (*Sum Insured limit)</b>	\$9,000	\$36,000	*\$50,000



## Exclusions - What We do not cover

In addition to the General Exclusions We will not cover You under this **Section 2 Part F** for any Legal Defence Expenses, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from, contributed to by, resulting from, or arising out of or in connection with:

1. any claim:
  - (a) that You have defended without Our written consent;
  - (b) that You have defended contrary to or in a different manner from that advised by the Appointed Representative, to the extent that any additional Legal Defence Expenses, legal liability, compensation, or any other loss, costs, fees, charges or expenses are incurred or any benefit is payable as a result;
  - (c) arising from an act, omission, liability or Event for which indemnity is otherwise provided under the terms and conditions of **Section 2 Part A** (Legal Liability) and **Section 2 Part C** (Office Bearers Liability) or would have been provided if these Sections had been selected by You and shown on the Schedule;
  - (d) arising from circumstances that You knew of prior to the commencement of **Section 2 Part F**, or that a reasonable person in the circumstances could be expected to know, to be circumstances that may give rise to a claim against You;

- (e) arising from a deliberate act, including a deliberate act of fraud or dishonesty, on Your part if a judgment or other final adjudication adverse to You establishes that such act was committed or attempted by You with actual dishonest purpose or intent and was material to the cause of action so adjudicated;
  - (f) between You and Us including Our directors, employees or servants;
  - (g) that involves a conflict of duty or interest of Yours;
  - (h) made or threatened or in any way intimated on or before the commencement date shown on the Schedule.
2. We will not pay for:
    - (a) the cost of litigation or proceedings initiated by You;
    - (b) the payment of any compensation or damages of any kind; or
    - (c) Legal Defence Expenses associated with any appeal unless the claim under appeal was first made or brought against You during the Period of Insurance and notified to Us during that same Period of Insurance.

## Special conditions

### 1. Appeal procedure

If You are dissatisfied with any decision made by a Court or Tribunal and wish to appeal against that decision, You must:

- (a) make a further written application to Us for Our written consent at least five (5) clear business days prior to the expiry of the time for instituting an appeal; or
- (b) if the time allowed by law to appeal is less than five (5) clear business days, You must advise Us as soon as practicable.

Your application or advice must state the reasons, as fully as possible, for making an appeal.

If We are dissatisfied with any decision made by a Court or Tribunal and wish to appeal that decision You must reasonably co-operate with Us in the bringing of such an appeal. In this event We will pay all costs involved.

### 2. Bill of costs

You must forward Us all bills of costs or other communications relating to fees and expenses as soon as practicable after receipt by You. If requested by Us, You will instruct the Appointed Representative to submit the bill of costs for taxation or adjudication by any relevant professional body, Court or Tribunal.

You must not without Our written approval enter into any agreement with the Appointed Representative as to the level of fees and expenses to be charged. Further You must not represent to the Appointed Representative that all fees and expenses charged to Your account are insured by **Section 2 Part F**.

### 3. Consent

We will not be liable to indemnify You unless You have first obtained Our written consent to incur Legal Defence Expenses in the defence of any claim made or brought against You. Please contact Us to confirm consent to these Legal Defence Expenses. The granting of any such consent will not be unreasonably withheld.

### 4. Information to be given to the Appointed Representative

You will at all times and at Your own expense give to the Appointed Representative all such information and assistance as reasonably required. You will take reasonable steps to ensure that You give a complete and truthful account of the facts of the case, supply all documentary and other evidence in Your possession relating to the claim, obtain and sign all documents required to be obtained and signed and attend any meetings or conferences when requested.

### 5. Nomination of Appointed Representative

You may request Us to nominate a solicitor to act as Your Appointed Representative or if You elect to nominate Your own solicitor to act as the Appointed Representative, You must submit the name and address of that solicitor to Us. We may accept or refuse such nomination and We cannot unreasonably withhold Our consent.

If agreement cannot be reached on the appointment the President of the Law Society within Your State will be requested to nominate an Appointed Representative. During this period, We will be entitled but not bound to instruct an Appointed Representative on Your behalf if We consider it necessary to do so to safeguard Your immediate interests.

In all cases the Appointed Representative will be appointed in Your name and will act on Your behalf.

### 6. Offer of settlement

You must inform Us as soon as reasonably possible if You receive an offer to settle a claim. If You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay.

If such offer of settlement is, in Our judgment, considered to be fair and reasonable and You withhold Your agreement to such a settlement and elect to continue legal proceedings Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such settlement offer.

Further if You refuse a recommendation by the Appointed Representative to settle a claim and elect to continue legal proceedings, Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such refusal.

### 7. Our access to the Appointed Representative

You will do all things reasonably necessary to allow Us to obtain from the Appointed Representative any information, report, documents or advice relating to the claim. However, You will not be prejudiced if the Appointed Representative refuses to make such information, report, documentation or advice available to Us on the grounds that to do so might prejudice Your interests in any litigation that is involved or may be commenced.

### 8. 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 **Section 2 Part F**. All such fees and expenses actually recovered will be taken into account when calculating Our liability.

### 9. Reporting and notice

A claim will be considered to have been first reported to Us at the time You first give written notice to Us of the receipt of written or oral notice from any party or entity that it is the intention of such party or entity to hold You responsible for a civil or criminal act.

## Part G - Workers compensation

### What We cover

When the Schedule shows Workers Compensation as 'Included', cover is provided for Your legal liability under the applicable workers compensation legislation of the state or territory where the Community Property is situated.

Workers compensation cover is provided under a separate policy and is subject to the terms and conditions of that policy.

### Special provisions

When shown on the Schedule as 'Included' cover is provided:

1. by Allianz Australia Insurance Limited in the Australian Capital Territory, Northern Territory, Western Australia and Tasmania; or
2. in New South Wales, by Allianz Australia Workers' Compensation (NSW) Limited ABN 17 003 087 545, GPO Box 5429, Sydney, NSW, 2000, authorised agent for icare NSW. We act as the agent of this insurer in arranging insurance in NSW, and not as Your agent;
3. in Victoria, Allianz Australia Workers Compensation (Victoria) Limited ABN 98 059 835 791, GPO Box 9870, Melbourne, VIC, 3000, authorised agent of WorkSafe Victoria. We act as the agent of this insurer in arranging insurance in Victoria, and not as Your agent.



### Exclusions - What We do not cover

*Cover remains subject to the relevant terms, conditions, limits and exclusions provided in the applicable Workers Compensation policy.*

*No Workers Compensation cover is provided in South Australia or Queensland.*

DRAFT



The Strength of **Experience.**

DRAFT

 [stratacommunityinsure.com.au](https://stratacommunityinsure.com.au)

T 1300 SCINSURE (1300 724 678)

E [myenquiry@scinsure.com.au](mailto:myenquiry@scinsure.com.au)



RESIDENTIAL  
STRATA



COMMERCIAL  
STRATA



COMMUNITY  
ASSOCIATION



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

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

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

DRAFT

## South Australian Water Corporation

Name:  
JG HAYNES

Water & Sewer Account  
Acct. No.: 10 11107 10 7

Amount: \_\_\_\_\_

Address:  
42A NILPENA AVE PARK HOLME LT 2  
C25634

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### Payment Options

**EFT**

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1011107107



Bill code: 8888  
Ref: 1011107107

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: 1011107107



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865  
Land Tax Act 1936

# CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2748604

DATE OF ISSUE

22/01/2026

AMY HUNT REGISTERED CONVEYANCER  
POST OFFICE BOX 2031  
NORMANVILLE SA 5204

**ENQUIRIES:**

Tel: (08) 8372 7534

Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)

**OWNERSHIP NAME**

J G HAYNES

**FINANCIAL YEAR**

2025-2026

**PROPERTY DESCRIPTION**

42A NILPENA AVE / PARK HOLME SA 5043 / LT 2 C25634

**ASSESSMENT NUMBER**

1011107107

**TITLE REF.**

(A "+" indicates multiple titles)

CT 6041/854

**TAXABLE SITE VALUE**

\$320,000.00

**AREA**

0.0177 HA

**DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:**

<b>CURRENT TAX</b>	\$	0.00	<b>SINGLE HOLDING</b>	\$	0.00
<b>- DEDUCTIONS</b>	\$	0.00			
<b>+ ARREARS</b>	\$	0.00			
<b>- PAYMENTS</b>	\$	0.00			
<b>= AMOUNT PAYABLE</b>	\$	<b>0.00</b>			

**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**

**22/04/2026**



**Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

# CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

**No payment is required on this Certificate**

**Please Note:**

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

Visit: [www.revenuesa.sa.gov.au](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: 7013692624</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.**



ABN 19 040 349 865  
Emergency Services Funding Act 1998

# CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 2748604

AMY HUNT REGISTERED CONVEYANCER  
POST OFFICE BOX 2031  
NORMANVILLE SA 5204

**DATE OF ISSUE**

22/01/2026

**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>			
1594774*	J G HAYNES			
<b>PROPERTY DESCRIPTION</b>				
42A NILPENA AVE / PARK HOLME SA 5043 / LT 2 C25634				
<b>ASSESSMENT NUMBER</b>	<b>TITLE REF.</b> <small>(A "+" indicates multiple titles)</small>	<b>CAPITAL VALUE</b>	<b>AREA / FACTOR</b>	<b>LAND USE / FACTOR</b>
1011107107	CT 6041/854	\$600,000.00	R4 1.000	RE 0.400
<b>LEVY DETAILS:</b>				
	<b>FIXED CHARGE</b>	\$	50.00	
	<b>+ VARIABLE CHARGE</b>	\$	203.00	
<b>FINANCIAL YEAR</b>	<b>- REMISSION</b>	\$	122.15	
2025-2026	<b>- CONCESSION</b>	\$	0.00	
	<b>+ ARREARS / - PAYMENTS</b>	\$	-130.85	
	<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** 22/04/2026

See overleaf for further information



**Government of South Australia**

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

# CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

**PAYMENT REMITTANCE ADVICE**

**No payment is required on this Certificate**

**OFFICIAL: Sensitive**

**Please Note:**

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

Visit: [www.revenuesa.sa.gov.au](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: 7013692715</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.**