

The Form 1 Company™

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FORM 1 - VENDOR'S STATEMENT

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

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Preliminary

To the purchaser:

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

PART A – PARTIES AND LAND

1. **Purchaser:**

Address:

2. **Purchaser's registered agent:**

Address:

3. **Vendor:**

DAVID FRANKLIN MOSLER AND SHARON ANN MOSLER

Address:

19 ALLINGA AVENUE GLENSIDE SA 5065

4. **Vendor's registered agent:**

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

Address:

192 MELBOURNE STREET NORTH ADELAIDE SA 5006

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

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

4A/39 JEFFCOTT STREET NORTH ADELAIDE SA 5006 BEING UNIT 10 IN STRATA PLAN 304 BEING THE WHOLE OF THE LAND IN CERTIFICATE OF TITLE VOLUME 5068 FOLIO 485



PART B – PURCHASER'S COOLING-OFF RIGHTS AND PROCEEDING WITH THE PURCHASE**TO THE PURCHASER:****Right to cool-off (section 5)****1 – Right to cool-off and restrictions on that right**

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

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

2 – Time for Service

The cooling-off notice must be served –

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

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

3 – Forms of cooling-off notice

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

4 – Methods of service

The cooling-off notice must be –

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

19 ALLINGA AVENUE GLENSIDE SA 5065

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

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

Email: fox@foxrealestate.com.au

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

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

192 MELBOURNE STREET NORTH ADELAIDE SA 5006

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

Note –

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

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

5 – Effect of service

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

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

PROCEEDING WITH THE PURCHASE

If you wish to proceed with the purchase –

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

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

To the purchaser:

I/We, **DAVID FRANKLIN MOSLER BY MY POWER OF ATTORNEY ANDREA BRITT MOSLER AND SHARON ANN MOSLER BY MY POWER OF ATTORNEY DANIEL STUART MOSLER**

of **19 ALLINGA AVENUE GLENSIDE SA 5065**

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

Date: 27-Apr-2026 Signed: Signed on Greatforms by: Andrea Britt Mosler

Date: 27-Apr-2026 Signed: Signed on Greatforms by: Daniel Stuart Mosler

Date: _____ Signed: _____

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



(section 9)

To the purchaser:

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

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

Exceptions:

Nil

Date: 24 / 4 / 2026 Signed: 

Vendor's/Purchaser's agent

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

SCHEDULE – DIVISION 1**PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND**

(section 7(1)(b))

Note –

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

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

TABLE OF PARTICULARS

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

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

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

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

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

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

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

Column 1	Column 2	Column 3
1. General		
1.1 Mortgage of land <i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Number of mortgage (if registered): Name of mortgagee:	<input type="checkbox"/> YES / NO YES / NO
1.2 Easement (whether over the land or annexed to the land) Note – "Easement" includes rights of way and party wall rights. <i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> PROPERTY INTEREST REPORT Description of land subject to easement: PORTION OF THE LAND IN THE SAID CERTIFICATE OF TITLE Nature of easement: REFER PAGE 12 IN THE PROPERTY INTEREST REPORT FOR DETAILS OF STATUTORY EASEMENTS 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 <i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> 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"/> YES / NO YES / NO
1.4 Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	<input type="checkbox"/> YES / NO YES / NO

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Column 1	Column 2	Column 3
<p>be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)</p> <p><i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p>Names of parties:</p> <p>Period of lease, agreement for lease etc: From</p> <p>To</p> <p>Amount of rent or licence fee:</p> <p>\$ per (period)</p> <p>Is the lease, agreement for lease etc in writing?</p> <p>If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify: (a) the Act under which the lease or licence was granted: (b) the outstanding amounts due (including any interest or penalty):</p>	
5. Development Act 1993 (repealed)		
<p>5.1 section 42 – Condition (that continues to apply) of a development authorisation</p> <p><i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> CITY OF ADELAIDE SEARCH</p> <p>Condition(s) of authorisation: REFER APPLICATION DA/555/2010</p>	<input checked="" type="checkbox"/> NO YES
6. Repealed Act conditions		
<p>6.1 Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971 (repealed)</i>, the <i>City of Adelaide Development Control Act 1976 (repealed)</i>, the <i>Planning Act 1982 (repealed)</i> or the <i>Planning and Development Act 1967 (repealed)</i></p> <p><i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Nature of condition(s):</p>	<input type="checkbox"/> YES / NO YES / NO
29. Planning, Development and Infrastructure Act 2016		
<p>29.1 Part 5 – Planning and Design Code</p> <p><i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> CITY OF ADELAIDE SEARCH AND PROPERTY INTEREST REPORT</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): 39 JEFFCOTT ST NORTH ADELAIDE SA 5006 UNIT 10</p>	<input checked="" type="checkbox"/> NO YES

Column 1	Column 2	Column 3
	<p>ZONES CITY LIVING - CL</p>	
	<p>SUBZONES NORTH ADELAIDE LOW INTENSITY - NALI</p>	
	<p>OVERLAYS AIRCRAFT NOISE EXPOSURE - ANEF 20 THE AIRCRAFT NOISE EXPOSURE OVERLAY SEEKS TO ENSURE DEVELOPMENT SENSITIVE TO AIRCRAFT NOISE IS DESIGNED TO MINIMISE NOISE INTRUSION AND PROVIDE APPROPRIATE INTERIOR ACOUSTIC AMENITY.</p>	
	<p>AIRPORT BUILDING HEIGHTS (REGULATED) - ALL STRUCTURES OVER 110 METRES AHD THE AIRPORT BUILDING HEIGHTS (REGULATED) OVERLAY SEEKS TO ENSURE BUILDING HEIGHT DOES NOT POSE A HAZARD TO THE OPERATION AND SAFETY REQUIREMENTS OF COMMERCIAL AND MILITARY AIRFIELDS.</p>	
	<p>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.</p>	
	<p>DESIGN THE DESIGN OVERLAY SEEKS TO ENSURE SIGNIFICANT DEVELOPMENT POSITIVELY CONTRIBUTES TO THE LIVEABILITY, DURABILITY AND SUSTAINABILITY OF THE BUILT ENVIRONMENT THROUGH HIGH-QUALITY DESIGN.</p>	
	<p>HISTORIC AREA - ADEL5 THE HISTORIC AREA OVERLAY AIMS TO REINFORCE HISTORIC THEMES AND CHARACTERISTICS THROUGH CONSERVATION, CONTEXTUALLY RESPONSIVE DEVELOPMENT, DESIGN AND ADAPTIVE REUSE THAT RESPONDS TO THE ATTRIBUTES EXPRESSED IN THE HISTORIC AREA STATEMENT. THE DEMOLITION OF WHOLE OR PART OF A BUILDING WITHIN THE HISTORIC AREAS OVERLAY REQUIRES A DEVELOPMENT APPLICATION TO BE SUBMITTED FOR ASSESSMENT AND CAN ONLY PROCEED IF APPROVED.</p>	
	<p>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.</p>	
	<p>PRESCRIBED WELLS AREA THE PRESCRIBED WELLS AREA OVERLAY SEEKS TO ENSURE SUSTAINABLE WATER USE IN PRESCRIBED WELLS AREAS.</p>	
	<p>REGULATED AND SIGNIFICANT TREE THE REGULATED AND SIGNIFICANT TREE OVERLAY SEEKS TO MITIGATE THE LOSS OF REGULATED TREES THROUGH APPROPRIATE DEVELOPMENT AND REDEVELOPMENT.</p>	
	<p>STORMWATER MANAGEMENT THE STORMWATER MANAGEMENT OVERLAY SEEKS TO ENSURE NEW DEVELOPMENT INCORPORATES WATER SENSITIVE URBAN DESIGN TECHNIQUES TO CAPTURE AND RE-USE STORMWATER.</p>	

Column 1	Column 2	Column 3
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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 there a State heritage place on the land or is the land situated in a State heritage area?

NO

Is the land designated as a local heritage place?

NO

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

YES

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

YES

Note –

For further information about the Planning and Design Code visit <https://code.plan.sa.gov.au>.

<p>29.2 section 127 – Condition (that continues to apply) of a development authorisation</p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p>	<p><input type="checkbox"/></p> <p>YES / NO</p> <p>YES / NO</p>
<p><i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		

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

1 Name of strata corporation:

STRATA CORPORATION 304 INC

Address of strata corporation:

39-45 JEFFCOTT STREET NORTH ADELAIDE SA 5006

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

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

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

REFER STRATA CORPORATION SEARCH ANNEXED HERETO

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

REFER STRATA CORPORATION SEARCH ANNEXED HERETO

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

REFER STRATA CORPORATION SEARCH ANNEXED HERETO

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

UNIT 10 : 2 OF 36*[If any of the above particulars have not been supplied by the strata corporation by the date of this statement and are not known to the vendor, state "not known" for those particulars.]*

4 Documents supplied by the strata corporation that are enclosed:

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

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

YES

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

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

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

NOT APPLICABLE

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

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



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

WHITTLES MANAGEMENT SERVICES PTY LTD

Address:

176 FULLARTON ROAD DULWICH SA 5065

Note –

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

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

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

**Governance**

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

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

Use of your property

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments - voting rights

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

Further information

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

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

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

You can also seek advice from a legal practitioner.

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser hereby acknowledges receipt of the following:

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

the above being identified by page numbered 1 to 11 inclusive, together with the following annexures and supporting documents (if any):

- CERTIFICATE OF TITLE VOLUME 5068 FOLIO 485**
- PROPERTY INTEREST REPORT**
- SA WATER, EMERGENCY SERVICES LEVY AND LAND TAX CERTIFICATES**
- CITY OF ADELAIDE SEARCH**
- STRATA PLAN 304**
- STRATA CORPORATION SEARCH**

SIGNED BY THE PURCHASER:

THIS _____ DAY OF _____

(Signature)

(Signature)

(Signature)

(Signature)

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

LAND AND BUSINESS (SALE AND CONVEYANCING) ACT 1994 - SECTION 13A

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

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

Buyers information notice

Prescribed notice to be given to purchaser

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

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

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

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

Safety

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



Enjoyment

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

Value

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

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

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



Product Register Search (CT 5068/485)
 Date/Time 16/04/2026 11:23AM
 Customer Reference
 Order ID 20260416003386

REAL PROPERTY ACT, 1986



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



Certificate of Title - Volume 5068 Folio 485

Parent Title(s) CT 3740/128
 Creating Dealing(s) CONVERTED TITLE
 Title Issued 13/04/1992 Edition 3 Edition Issued 28/05/2001

Estate Type

FEE SIMPLE (UNIT)

Registered Proprietor

DAVID FRANKLIN MOSLER
 SHARON ANN MOSLER
 OF 4A/39 JEFFCOTT STREET NORTH ADELAIDE SA 5006
 AS JOINT TENANTS

Description of Land

UNIT 10 STRATA PLAN 304
 IN THE AREA NAMED NORTH ADELAIDE
 HUNDRED OF YATALA

Easements

NIL

Schedule of Dealings

NIL

Notations

Dealings Affecting Title	NIL
Priority Notices	NIL
Notations on Plan	NIL
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 5068/485	Reference No. 2773327
Registered Proprietors	D F & S A*MOSLER	Prepared 16/04/2026 11:23
Address of Property	Unit 4A FL 4, 39 JEFFCOTT STREET, NORTH ADELAIDE, SA 5006	
Local Govt. Authority	THE CORPORATION OF THE CITY OF ADELAIDE	
Local Govt. Address	GENERAL POST OFFICE BOX 2252, ADELAIDE, SA 5001	

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

<u>Prescribed encumbrance</u>	<u>Particulars</u> (Particulars in bold indicates further information will be provided)
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1. General

- | | | |
|-----|--|--|
| 1.1 | Mortgage of land

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

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

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.3 | Restrictive covenant

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance |
| 1.4 | Lease, agreement for lease, tenancy agreement or licence
(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title

also

Contact the vendor for these details |
| 1.5 | Caveat | Refer to the Certificate of Title |
| 1.6 | Lien or notice of a lien | Refer to the Certificate of Title |

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

3. **Burial and Cremation Act 2013**

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

5.10	section 84 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.11	section 85(5), 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 <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed) <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	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
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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.revenuassonline.sa.gov.au
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8. Environment Protection Act 1993

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

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

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

- | | | |
|-------|--|---|
| 18.1 | section 72 - Notice to pay levy in respect of costs of regional landscape board | The regional landscape board has no record of any notice affecting this title |
| 18.2 | section 78 - Notice to pay levy in respect of right to take water or taking of water | DEW has no record of any notice affecting this title |
| 18.3 | section 99 - Notice to prepare an action plan for compliance with general statutory duty | The regional landscape board has no record of any notice affecting this title |
| 18.4 | section 107 - Notice to rectify effects of unauthorised activity | The regional landscape board has no record of any notice affecting this title |
| 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 |
| 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 Act | The regional landscape board has no record of any notice affecting this title |
| 18.18 | section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act | The regional landscape board has no record of any notice affecting this title |

18.19	section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any notice affecting this title
18.20	section 215 - Orders made by ERD Court	The regional landscape board has no record of any notice affecting this title
18.21	section 219 - Management agreements	The regional landscape board has no record of any notice affecting this title
18.22	section 235 - Additional orders on conviction	The regional landscape board has no record of any notice affecting this title
19. Land Tax Act 1936		
19.1	Notice, order or demand for payment of land tax	A Land Tax Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750. Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au
20. Local Government Act 1934 (repealed)		
20.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply
21. Local Government Act 1999		
21.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply
22. Local Nuisance and Litter Control Act 2016		
22.1	section 30 - Nuisance or litter abatement notice	Contact the Local Government Authority for other details that might apply
23. Metropolitan Adelaide Road Widening Plan Act 1972		
23.1	section 6 - Restriction on building work	Transport Assessment Section within DIT has no record of any restriction affecting this title
24. Mining Act 1971		
24.1	Mineral tenement (other than an exploration licence)	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
24.2	section 9AA - Notice, agreement or order to waive exemption from authorised operations	Contact the vendor for these details
24.3	section 56T(1) - Consent to a change in authorised operations	Contact the vendor for these details
24.4	section 58(a) - Agreement authorising tenement holder to enter land	Contact the vendor for these details
24.5	section 58A - Notice of intention to commence authorised operations or apply for lease or licence	Contact the vendor for these details
24.6	section 61 - Agreement or order to pay compensation for authorised operations	Contact the vendor for these details
24.7	section 75(1) - Consent relating to extractive minerals	Contact the vendor for these details
24.8	section 82(1) - Deemed consent or agreement	Contact the vendor for these details
24.9	Proclamation with respect to a private mine	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
25. Native Vegetation Act 1991		
25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title

		also
		Refer to the Certificate of Title
25.2	section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider	DEW Native Vegetation has no record of any agreement affecting this title
		also
		Refer to the Certificate of Title
25.3	section 25D - Management agreement	DEW Native Vegetation has no record of any agreement affecting this title
		also
		Refer to the Certificate of Title
25.4	Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation	DEW Native Vegetation has no record of any refusal or condition affecting this title
26. <i>Natural Resources Management Act 2004 (repealed)</i>		
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. <i>Outback Communities (Administration and Management) Act 2009</i>		
27.1	section 21 - Notice of levy or contribution payable	Outback Communities Authority has no record affecting this title
28. <i>Phylloxera and Grape Industry Act 1995</i>		
28.1	section 23(1) - Notice of contribution payable	The Phylloxera and Grape Industry Board of South Australia has no vineyard registered against this title. However all properties with greater than 0.5 hectares of planted vines are required to be registered with the board

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

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

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

30. *Plant Health Act 2009*

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

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

32. *South Australian Public Health Act 2011*

32.1	section 66 - Direction or requirement to avert spread of disease	Public Health in DHW has no record of any direction or requirement affecting this title
32.2	section 92 - Notice	Public Health in DHW has no record of any notice affecting this title

		also
		Contact the Local Government Authority for other details that might apply
32.3	<i>South Australian Public Health (Wastewater) Regulations 2013</i> 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.	<i>Upper South East Dryland Salinity and Flood Management Act 2002 (expired)</i>	
33.1	section 23 - Notice of contribution payable	DEW has no record of any notice affecting this title
34.	<i>Water Industry Act 2012</i>	
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.	<i>Water Resources Act 1997 (repealed)</i>	
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.	<i>Other charges</i>	
36.1	Charge of any kind affecting the land (not included in another item)	Refer to the Certificate of Title
		also
		Contact the vendor for these details
		also
		Contact the Local Government Authority for other details that might apply

Other Particulars

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

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

Additional Information

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

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

Notices

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

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

Building restrictions

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

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

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

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

Statutory easements

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

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

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

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

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

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

Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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



Product	Title and Valuation Package
Date/Time	16/04/2025 11:23AM
Customer Reference	
Order ID	20260416003388

Certificate of Title

Title Reference	CT 5068/485
Status	CURRENT
Easement	NO
Owner Number	02674682
Address for Notices	4A/39 JEFFCOTT ST NORTH ADELAIDE 5006
Area	NOT AVAILABLE

Estate Type

Fee Simple (Unit)

Registered Proprietor

DAVID FRANKLIN MOSLER
 SHARON ANN MOSLER
 OF 4A/39 JEFFCOTT STREET NORTH ADELAIDE SA 5006
 AS JOINT TENANTS

Description of Land

UNIT 10 STRATA PLAN 304
 IN THE AREA NAMED NORTH ADELAIDE
 HUNDRED OF YATALA

Last Sale Details

Dealing Reference	TRANSFER (T) 9094441
Dealing Date	09/05/2001
Sale Price	\$305,000
Sale Type	TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

NIL

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0220065551	CURRENT	Unit 4A FL 4, 39 JEFFCOTT STREET, NORTH ADELAIDE, SA 5006

Notations

Dealings Affecting Title

NIL



Product
Date/Time
Customer Reference
Order ID

Title and Valuation Package
16/04/2026 11:23AM
20260416003386

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number 0220065551
Type Site & Capital Value
Date of Valuation 01/01/2025
Status CURRENT
Operative From 01/07/1970
Property Location Unit 4A FL 4, 39 JEFFCOTT STREET, NORTH ADELAIDE, SA 5006
Local Government ADELAIDE
Owner Names SHARON ANN MOSLER
 DAVID FRANKLIN MOSLER
Owner Number 02674682
Address for Notices 4A/39 JEFFCOTT ST NORTH ADELAIDE 5006
Zone / Subzone CL - City Living \ NALI - North Adelaide Low Intensity
Water Available Yes
Sewer Available Yes
Land Use 1324 - Fourth Floor Home Unit
Description H/UNIT CP
Local Government Description Residential

Parcels

Plan/Parcel	Title Reference(s)
S304 UNIT 10	CT 5068/485

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$275,000	\$980,000			
Previous	\$270,000	\$850,000			

Building Details



Product
Data/Time
Customer Reference
Order ID

Title and Valuation Package
16/04/2026 11:23AM
20260416003388

Valuation Number	0220065551
Building Style	High Rise Home Units (lifts)
Year Built	1970
Building Condition	Good
Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	138 sqm
Number of Main Rooms	6

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



Product	Check Search
Date/Time	16/04/2025 11:23AM
Customer Reference	
Order ID	20260416003396

Certificate of Title

Title Reference: CT 5068/485
Status: CURRENT
Edition: 3

Dealings

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

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title



Account Number 02 20065 55 1	L.T.O Reference CT5068485	Date of issue 17/4/2026	Agent No. 7734	Receipt No. 2773327
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THE FORM 1 COMPANY
LEVEL 1, 3-5 MT BARKER RD
STIRLING SA 5152
form1@form1.net.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: D & S MOSLER
Location: U4A 39 JEFFCOTT ST NORTH ADELAIDE UNIT10 S304
Description: H/UNIT CP **Capital Value:** \$ 980 000
Rating: Residential

Periodic charges

Raised in current years to 30/6/2026

			\$
		Arrears as at: 30/6/2025	0.00
Water main available:	1/7/1970	Water rates	329.20
Sewer main available:	1/7/1970	Sewer rates	578.20
		Water use	0.00
		SA Govt concession	0.00
		Recycled Water Use	0.00
		Service Rent	0.00
		Recycled Service Rent	0.00
		Other charges	0.00
		Goods and Services Tax	0.00
		Amount paid	680.55CR
		Balance outstanding	226.85

Degree of concession: 00.00%
Recovery action taken: ACCOUNT SENT

Next quarterly charges: Water supply: Not declared Sewer: Not declared Bill:

This account has no meter of its own but is supplied from account no 02 20065 09 2.

The Water Use apportionment option is Nil.

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

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



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

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



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



South Australian Water Corporation

Name:

D & S MOSLER

Water & Sewer Account
Acct. No.: **02 20065 55 1**

Amount: _____

Address:
U4A 39 JEFFCOTT ST NORTH ADELAIDE
UNIT10 S304

Payment Options

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0220065551



Biller code: 8888 Ref: 0220065551
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Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at bpay.com.au


Paying online

Pay online at www.sawater.com.au/paynow for a range of options. Have your account number and credit card details to hand.


Paying by phone

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.

SA Water account number: 0220065551



Government of
South Australia

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

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



ABN 19 060 349 865
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: 2773327

THE FORM 1 COMPANY
GPO BOX 1651
ADELAIDE SA 5001

DATE OF ISSUE

16/04/2026

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER

02674682

OWNERSHIP NAME

D F & S A MOSLER

PROPERTY DESCRIPTION

UMA F4 39 JEFFCOTT ST / NORTH ADELAIDE SA 5006 / UNIT 10

ASSESSMENT NUMBER

0220065551

TITLE REF.

(A "*" indicates multiple titles)

CT 5068/485

CAPITAL VALUE

\$980,000.00

AREA / FACTOR

R4
1.000

LAND USE / FACTOR

RE
0.400

LEVY DETAILS:

FINANCIAL YEAR

2025-2026

FIXED CHARGE

\$ 50.00

+ VARIABLE CHARGE

\$ 331.60

- REMISSION

\$ 199.50

- CONCESSION

\$ 0.00

+ ARREARS / - PAYMENTS

\$ -182.10

= AMOUNT PAYABLE

\$ 0.00

Please Note:

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

EXPIRY DATE

15/07/2026



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



ABN 19 060 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

OFFICIAL: Sensitive**Please Note:**

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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




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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456285 Ref: 7016904216</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.ibpay.com.au <small>® Registered to iBPAY Pty Ltd ABRN 90 979 131 518</small></p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

**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: 2773327

THE FORM 1 COMPANY
GPO BOX 1651
ADELAIDE SA 5001

DATE OF ISSUE

16/04/2026

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au**OWNERSHIP NAME**

D F & S A MOSLER

FINANCIAL YEAR

2025-2026

PROPERTY DESCRIPTION

L4A F4 3B JEFFCOTT ST / NORTH ADELAIDE SA 5006 / UNIT 10

ASSESSMENT NUMBER

0220065551

TITLE REF.

(A "*" indicates multiple titles)

CT 5068/485

TAXABLE SITE VALUE

\$275,000.00

AREA

0.0000 HA

DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:

CURRENT TAX	\$	0.00	SINGLE HOLDING	\$	0.00
- DEDUCTIONS	\$	0.00			
+ ARREARS	\$	0.00			
- PAYMENTS	\$	0.00			
= AMOUNT PAYABLE	\$	0.00			

Please Note:

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

ON OR BEFORE 15/07/2026

See overleaf for further information

**Government of
South Australia**

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**

OFFICIAL: Sensitive**Please Note:**

Please check that the property details shown on this Certificate are correct for the land being sold.
This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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




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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456293 Ref: 7016904125</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au <small>© Registered to BPAY Pty Ltd ABN 89 078 137 035</small></p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

Date: 23 April 2026

Email: city@cityofadelaide.com.au



25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Dear Sir/Madam,

Land and Business (Sale and Conveyancing) Act – Section 7 enquiries.

I have received your letter requesting information on encumbrances for the property as detailed below:

Title Reference	CT-5068/485
Owner Name	Mr D F Mosler and Ms S A Mosler
Address of Property	Floor 4 4A/39 Jeffcott Street, NORTH ADELAIDE SA 5006

You are advised:

- If there are any encumbrances on this property, they are attached hereto.

In addition:

Please be advised that any rebates which apply to this property may not still be applicable with a change in ownership.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Michael Sedgman'.

pp
Michael Sedgman
Chief Executive Officer



**THE CORPORATION OF THE CITY OF ADELAIDE
LOCAL GOVERNMENT RATES SEARCH**

Rates & Property Enquiries: 8203 7203

Email: city@cityofadelaide.com.au

THE FORM 1 COMPANY
GPO Box 1651, ADELAIDE SA 5001

Dear Sir/Madam

Certificate in accordance with Section 187 of the Local Government Act.

I have received your request for information on the Premises below.

Date Received	16 April 2026
Receipt Number	7099893
Document Issue Date	21 April 2026
Property Address	Floor 4 4A/39 Jeffcott Street, NORTH ADELAIDE SA 5006
Property Description	Unit 10 SP 304
Property Titles	CT-5068/485
Owner of Property	Mr D F Mosler and Ms S A Mosler

Local Government Act 1999 [Act]

Liability for rates if land is not rateable for the whole of the financial year

Section 179

(1) If land is rateable for portion, but not for the whole, of a financial year, the land will be subject to rates imposed for the financial year but there will be a proportionate reduction in the amount of rates.

(2) A council may, for the purposes of the operation of subsection (1) in respect of land that becomes rateable after the adoption of valuations by the council for the relevant year, specifically adopt a valuation of the land

Fines for Late Payment:

If an instalment is not received on, or before, the due date (2nd September; 2nd December; 3rd March; 2nd June), a fine of 2% will be applied to the instalment amount in arrears at that time. A further interest levy of 0.75% will also be added to the amount in arrears (including the amount of any previous unpaid fine but excluding interest from any previous month) outstanding at the end of each month thereafter.

Yours faithfully,



PP
Michael Sedgman
Chief Executive Officer



25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572





25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Assessment No: 13071 6

Property Location	Floor 4 4A/39 Jeffcott Street, NORTH
Rateable Valuation	\$15,200
Arrears	\$0.00
Arrears Legal Fees	\$0.00
Gross Rates	\$1,776.60
(includes Regional Landscape Levy)	
Interest, Current	\$0.00
Interest, Arrears	\$0.00
Rebates	\$0.00
Legal Charges, Current	\$0.00
Deferred Debts	\$0.00
	\$0.00
Paid	\$-1,332.50
Overpayments	\$0.00
Refunds	\$0.00
Outstanding Balance	\$444.10



PRESCRIBED INFORMATION

Address: *Floor 4 4A/39 Jeffcott Street, NORTH ADELAIDE SA 5006* **Reference:** *2000/03097-2*
Certificate of Title: *CT-5068/485* **Dated:** *21 April 2026*

Prescribed encumbrance	Other particulars required
Part 1—Items that must be included in statement	
<i>(If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in column 1.)</i>	
<i>Development Act 1993 (repealed)</i>	
Section 42 – Condition (that continues to apply) of a development authorisation	Date of Authorisation: Name of relevant authority that granted authorisation: Condition(s) of authorisation: <i>Development Conditions – See Attachment</i>
<i>Repealed Act conditions</i>	
Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971 (repealed)</i>, the <i>City of Adelaide Development Control Act 1976 (repealed)</i>, the <i>Planning Act 1982 (repealed)</i> or the <i>Planning and Development Act 1956 (repealed)</i>	Nature of Condition(s):

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
Part 5 – Planning and Design Code	<p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): Refer to attached PlanSA Section 7 Report</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area? *YES/NO</p> <p>Is the land designated as a local heritage place? *YES/NO</p> <p>Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? *YES/NO</p> <p>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? *YES/NO</p>
Section 127 - Condition (that continues to apply) of a development authorisation	<p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p> <p>Refer to attached PlanSA Section 7 Report</p>

PRESCRIBED INFORMATION

Part 2—Items to be included if land affected

(If an item is not applicable, strike it out or write "NOT APPLICABLE" or "N/A" in column 1, or else omit the items and headings that are not applicable.)

Development Act 1993

section 50(1)—Requirement to vest land in a council or the Crown to be held as open space	Date requirement given: Name of body giving requirement: Nature of requirement: Contribution payable (if any):
section 50(2)—Agreement to vest land in a council or the Crown to be held as open space	Date of agreement: Names of parties: Terms of agreement: Contribution payable (if any):
section 55—Order to remove or perform work	Date of order: Terms of order: Building work (if any) required to be carried out: Amount payable (if any):
section 56—Notice to complete development	Date of notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any):
Section 57—Land management agreement	Date of agreement: Names of parties: Terms of agreement:
Section 69—Emergency Order	Date of order: Name of authorised officer who made order: Name of authority that appointed authorised officer: Nature of order: Amount payable (if any):
Section 71—Fire safety notice	Date of notice: Name of authorised officer giving notice: Requirements of notice: Building work (if any) required to be carried out:

PRESCRIBED INFORMATION

	Amount payable (if any):
Section 84—Enforcement notice	Date notice given: 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):
section 85(6), 85(10) or 106—Enforcement order	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:
Part 11 Division 2—Proceedings	Date of commencement of proceedings: Date of determination or order (if any): Terms of determination or order (if any):
Confirmed – Planning/Development Section	
<i>Fire and Emergency Services Act 2005</i>	
section 105F (or section 56 or 83 (repealed))—Notice of action required concerning flammable materials on land	Date of notice: Person or body who issued notice: Requirements of notice (as stated therein): Amount payable (if any):
Confirmed – Enforcement/Compliance section:	
<i>Food Act 2001</i>	
section 44—Improvement notice	Date of notice: Name of authorised officer who served notice: Name of authority that appointed officer: Requirements of notice:
section 46—Prohibition order	Date of order: Name of authority or person who served order:

PRESCRIBED INFORMATION

		Requirements of order:
Confirmed – Environmental Health section:		
<i>Housing Improvement Act 1940</i>		
section 23—declaration that house is undesirable or unfit for human habitation	Date of declaration: Those particulars required to be provided by a council under section 23:	
Part 7 (rent control for substandard houses)—Notice or declaration	Date of notice or declaration Those particulars required to be provided by the housing authority under section 60:	
Confirmed – Building/Development section:		
<i>Land Acquisition Act 1969</i>		
Section 10 – Notice of intention to acquire	Date of notice: Name of Authority who served notice: Description of land intended to be acquired (as described in the notice):	

PRESCRIBED INFORMATION

Local Government Act 1934 (repealed)	
Notice, order, declaration, charge, claim or demand given or made under the Act	Date of notice, order etc: Name of council by which, or person by whom, notice, order etc is given or made: Land subject thereto: Nature of requirements contained in notice, order etc: Time for carrying out requirements: Amount payable (if any):
Local Government Act 1999	
Notice, order, declaration, charge, claim or demand given or made under the Act	Date of notice, order etc: Name of council by which, or person by whom, notice, order etc is given or made: Land subject thereto: Nature of requirements contained in notice, order etc: Time for carrying out requirements: Amount payable (if any):
Confirmed – General section:	
Local Nuisance and Litter Control Act 2016	
Section 30 – Nuisance or litter abatement notice	Date of notice: Notice issued by: Nature of requirements contained in notice: Time for carrying out requirements:
Planning, Development and Infrastructure Act 2016	
section 141 – Order to remove or perform work	Date of order: Terms of order: Building work (if any) required to be carried out:

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
	Amount payable (if any):
section 142 — Notice to complete development	Date of notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any):
section 155 — Emergency order	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):
section 157 — Fire safety notice	Date of notice: Name of authority giving notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any):
section 192 or 193 — Land management agreement	Date of agreement: Names of parties: Terms of agreement:
section 198(1) — Requirement to vest land in a council or the Crown to be held as open space	Date requirement given: Name of body giving requirement: Nature of requirement: Contribution payable (if any):
section 198(2) — Agreement to vest land in a council or the Crown to be held as open space	Date of agreement: Names of parties: Terms of agreement: Contribution payable (if any):

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
Part 16 Division 1 – Proceedings	Date of commencement of proceedings: Date of determination or order (if any): Terms of determination or order (if any):
section 213 – Enforcement notice	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):
Section 214(6), 214(10) or 222 – Enforcement order	Date order made: Name of court that made order: Action number: Name of parties: Terms of order: Building work (if any) required to be carried out:
Confirmed – Building/development section:	

PRESCRIBED INFORMATION

Public and Environmental Health Act 1987 (repealed)	
Part 3—Notice	Date of notice: Name of council or other authority giving notice: Requirements of notice:
Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—Condition (that continues to apply) of an approval	Date of approval: Name of relevant authority that granted the approval: Condition(s) of approval:
Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—Maintenance order (that has not been complied with)	Date of order: Name of authority giving order: Requirements of order:
Confirmed – Environmental Health section:	
South Australian Public Health Act 2011	
section 92—Notice	Date of notice: Name of Council or other relevant authority giving notice: Requirements of notice:
South Australian Public Health (Wastewater) Regulations 2013 Part 4—Condition (that continues to apply) of an approval	Date of approval: Name of person or body that granted the approval: Condition (s) of approval:
Confirmed – Health section:	

PREScribed INFORMATION

Other charges	
Charge of any kind affecting the land (not included in another item)	Person or body in whose favour charge exists: Nature of charge: Amount of charge (if known):

PREScribed INFORMATION

Particulars of Building Indemnity Insurance

Note—Building indemnity insurance is not required for—

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

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

Building Indemnity Insurance is required... **Yes/No / Council holds no record** (refer above note):

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

Exemption from holding insurance:

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

*** Yes/No / Council holds no record**

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:
-
-

Certified – Development Section..... **Date**.....

PREScribed INFORMATION

Particulars relating to Environment Protection

Further information held by councils

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

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

*YES/NO

Note—

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

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

It should be noted that—

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

ATTACHMENTS

Attachment – Development Conditions



DECISION NOTIFICATION FORM

Application Dated: 22-Jul-2010 Application Registered On: 06-Aug-2010	File Reference: 7/DA/0555/2010 Contact Officer: Matthew Field 8293 7207
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Application:	DA/555/2010
Applicant:	Mr A Schmidt
Location:	39 Jeffcott Street, NORTH ADELAIDE SA 5006
Description:	Install ramp to entrance.

In respect of this proposed development you are informed that:

Name of Consent	Consent Status	Date of Expiry	No. of Conditions
Development Plan Consent	Granted	30 August 2010	1
Building Rules Consent	Granted	30 August 2010	0
Development Approval	Granted	30 August 2010	1

Details of the building classification and the approved number of occupants under the Building Code are attached.

representation(s) from third parties concerning your category 3 proposal were received:

If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the periods specified in the Act have expired.

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

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 works or change the use of the land until you have also received notification of a Development Approval.

Date of Decision: 30 August 2010 [] Development Assessment Commission or delegate

Signed:  [x] Council Chief Executive Officer or delegate

Date: 31/8/2010 [] Private Certifier

[2] Sheets Attached

PREScribed INFORMATION



Application: DA/555/2010
Applicant: Mr A Schmidt
Location: 39 Jeffcott Street, NORTH ADELAIDE SA 5006
Description: Install ramp to entrance.

CONDITIONS OF DEVELOPMENT PLAN CONSENT

1. The Development shall be undertaken in accordance with the plans, drawings, specifications and other documents submitted to the Council that are relevant to the consent as listed below:
 - Quotation and plan prepared by John Hadley from Programmed Facility Management dated 16th October 2009 andto the reasonable satisfaction of the Council except where varied by conditions below (if any).

Reason: To ensure that the Development is undertaken in accordance with the plans and details submitted.

CONDITIONS OF BUILDING RULES CONSENT

Nil Conditions Imposed

Data Extract for Section 7 search purposes

Valuation ID 0220065551

Data Extract Date: 21/04/2026

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: S304 UN10

Certificate Title: CT5068/485

Property Address: UNIT 4A FL 39 JEFFCOTT ST NORTH ADELAIDE SA 5006

Zones

City Living (CL)

Subzones

North Adelaide Low Intensity (NALI)

Zoning overlays

Overlays

Aircraft Noise Exposure (ANEF 20)

The Aircraft Noise Exposure Overlay seeks to ensure development sensitive to aircraft noise is designed to minimise noise intrusion and provide appropriate interior acoustic amenity.

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

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.

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.

Design

The Design Overlay seeks to ensure significant development positively contributes to the liveability, durability and sustainability of the built environment through high-quality design.

Historic Area (Adel5)

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

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.

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).

Yes

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

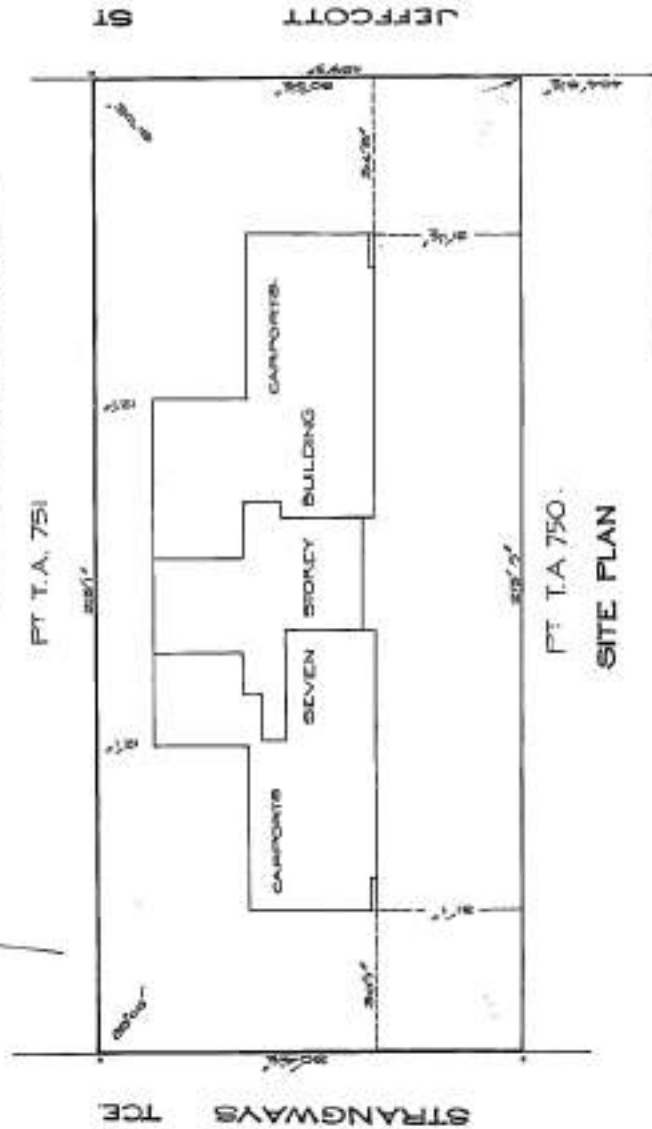
No

STRATA PLAN No 304 INCORPORATED
 "STRANGWAYS" 39 JEFFCOTT STREET NORTH ADELAIDE 5006

CITY OF ADELAIDE
 PART TOWN ACRE 750&751
 IN THE AREA NAMED
 NORTH ADELAIDE



PT T.A. 751



PT T.A. 750
 SITE PLAN

STRANGWAYS TCE.

I HEREBY SUBMIT, A LICENSED SURVEYOR WITHIN THE MEANING OF THE SURVEYORS ACT 1973 (SA), (AS LEGISLATED),

1. THAT ALL THE LOTS AND LIFT SUBDIVISIONS AND ALL BUILDINGS AND OTHER STRUCTURES DEFINED HEREIN ARE WHOLLY COMPREHENDED WITHIN THE BOUNDARIES OF THE PARCEL DELINEATED ON SUBSTRATA PLAN;

2. THAT THIS STRATA PLAN REPRESENTS AN ACCURATE DELINEATION OF THE LOTS AND LIFT SUBDIVISIONS AS CONSTRUCTED OR Laid OUT ON THE PARCEL.

Licensee's Signature
 Licensee's Name

GALPER, CALDER & ASSOCIATES
 LICENSED SURVEYORS
 107, BRISBANE ROAD, ADELAIDE, S.A. 5000
 (08) 8232 2110

STRATA PLAN
 304
 1ST OF 7 SHEETS



For particulars to the effect of the Corporation Act, 1973, (SA), No. 42/1975

STRATA PLAN

304

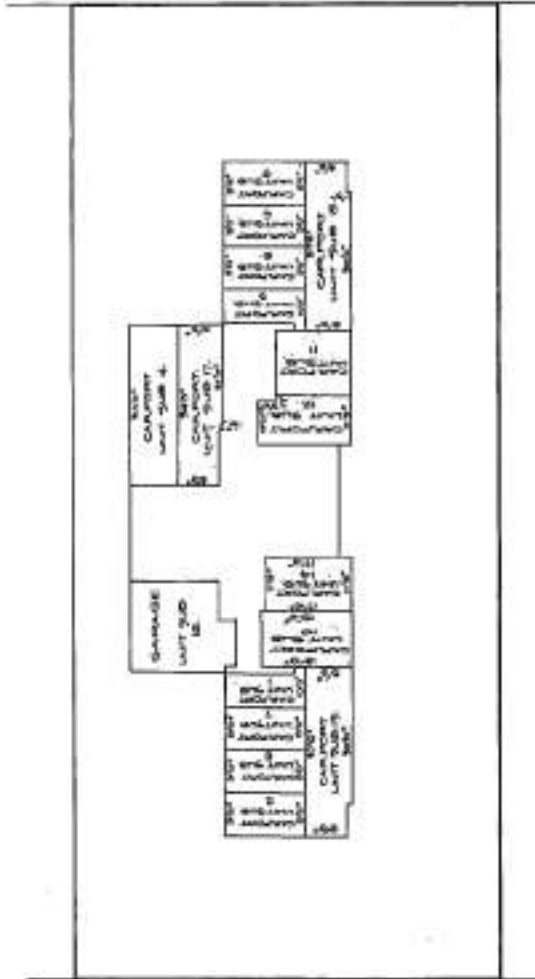
2ND OF 7 SHEETS



FEET TO SCALE

PERMANENT DIMENSIONS OF THIS PROVISION OF THIS BUILDING SHALL BE MAINTAINED.

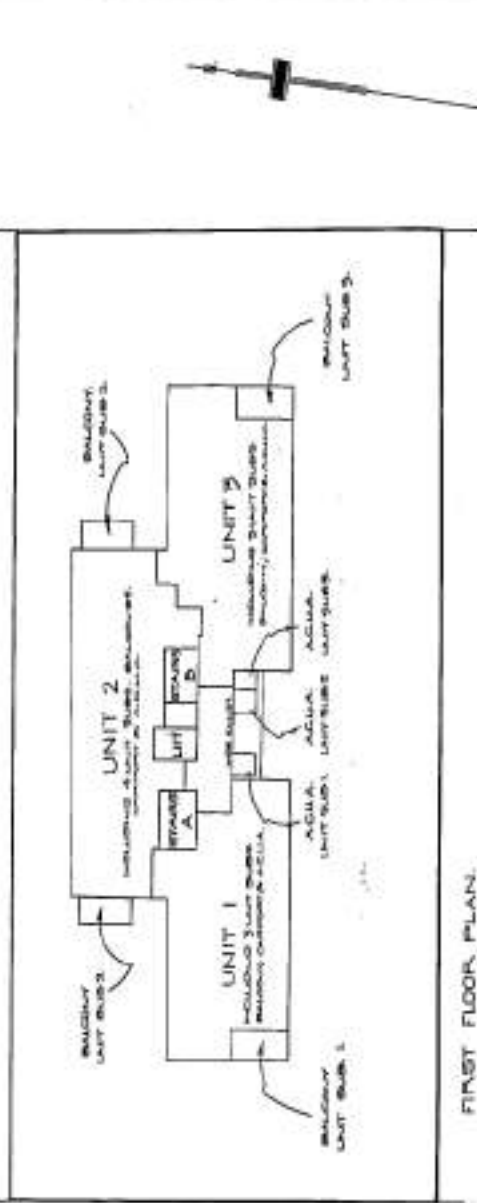
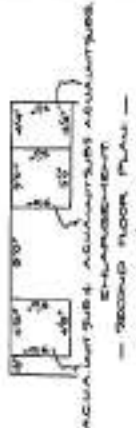
CONCRETE WORKING DIMENSIONS MAY VARY BY UP TO 1/8" PER 1' OF HEIGHT UNLESS OTHERWISE SPECIFIED.



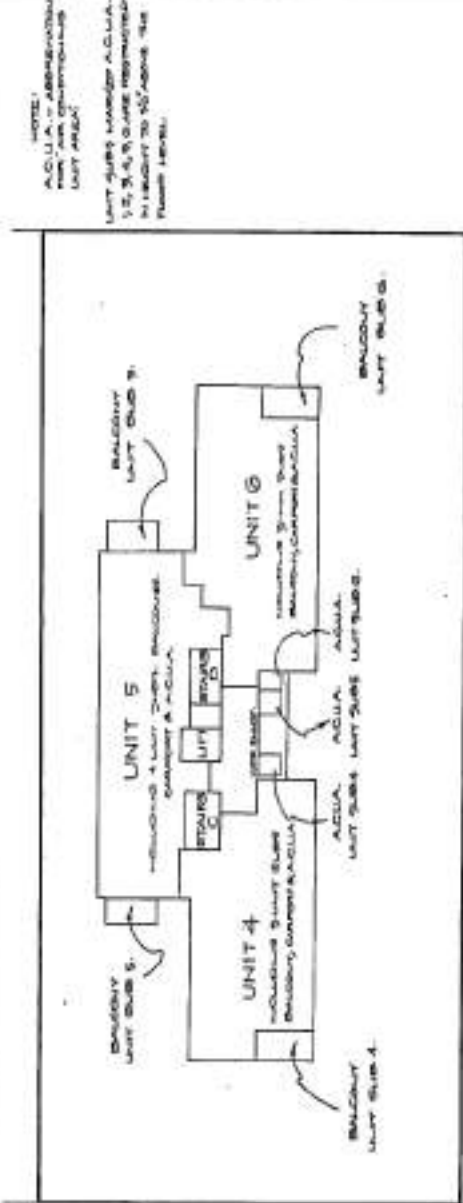
GROUND FLOOR - PLAN

CALDER, CALDER & ASSOCIATES
 LICENSED SURVEYORS
 107, GREENHILL ROAD, WILLOWDALE, N.Y. 11392
 S 0000, P.C. 09 1008 21.78

STRATA PLAN 304 3RD OF 7 SHEETS



FIRST FLOOR PLAN



SECOND FLOOR PLAN

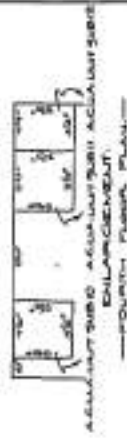
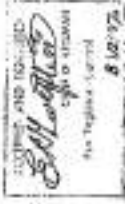
NOTE:
A.C.U.A. = AREA UNDER
COVERED BY
UNIT AREA
UNIT SUBS UNDER A.C.U.A.
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

CALDER, CALDER & ASSOCIATES
LICENSED SURVEYORS
175, GUNBOULDER ROAD, ULLERTON, WA 6103
G.S.B.O. 1-422, REG. S. 17

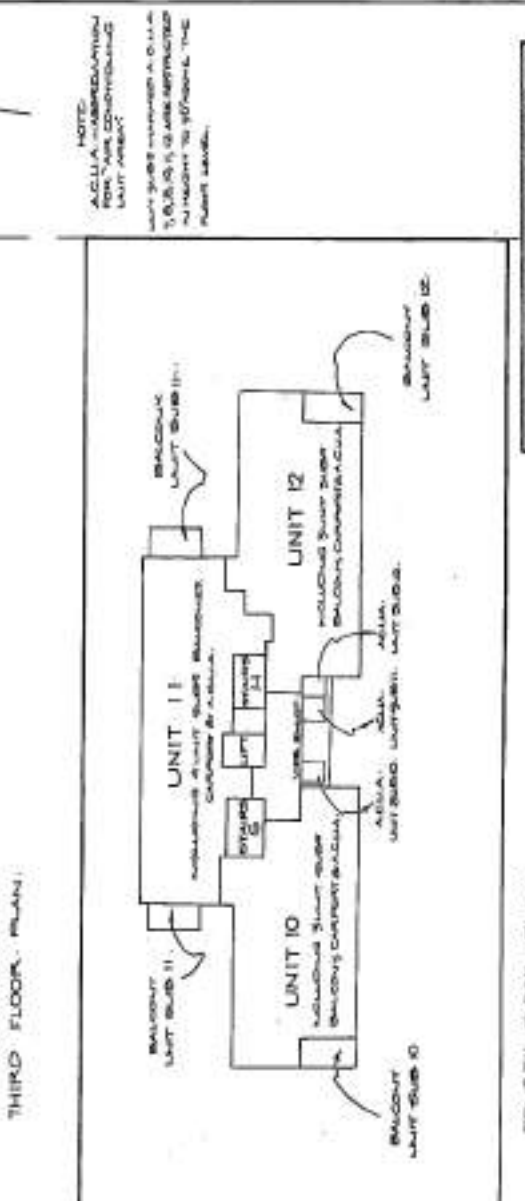
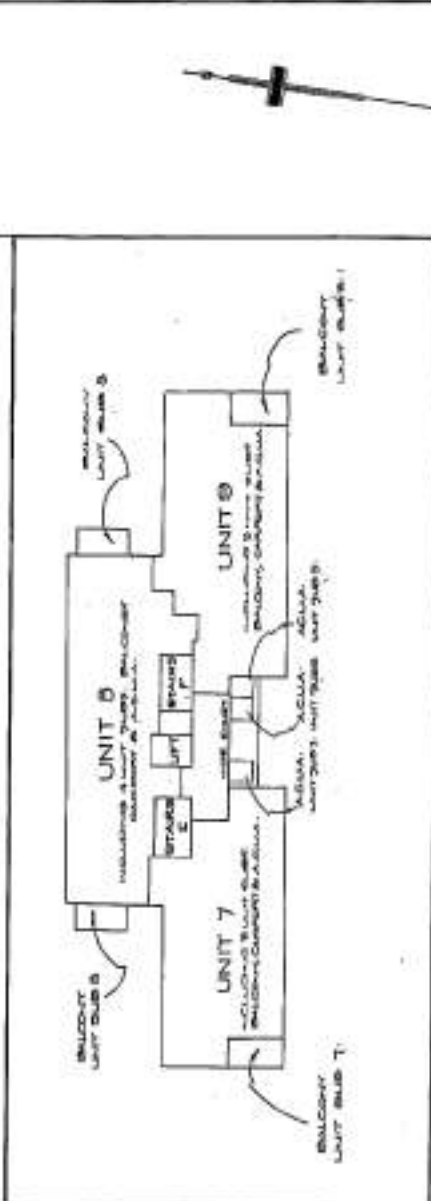
STRATA PLAN

304

4TH OF 7 SHEETS



SCALE: 1/8" = 1'-0"



NOTE:
 A.C.U.A. - ABBREVIATION FOR AIR CONDITIONING UNIT AREA.
 UNIT SUBS - INCLUDES A.C.U.A. T.O.B.S. IS NOT REFLECTED IN ORDER TO SHOW THE FLOOR LEVEL.

CALDER, CALDER & ASSOCIATES
 LICENSED ARCHITECTS
 105 GERRARD ST. E. TORONTO, ONT. M5C 1E6
 595-0100

STRATA PLAN

304

6TH OF 7 SHEETS



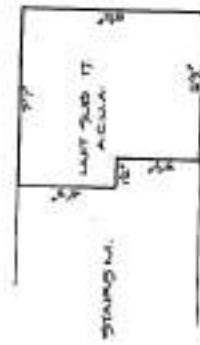
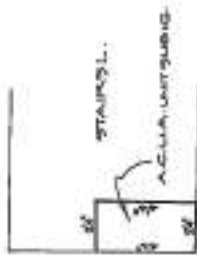
NOTES:
 1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.

VERTICAL HEIGHT: NOTCHED SECTION 3/4" ABOVE LANDING

VERTICAL HEIGHT: BETWEEN 3/4" & 6/8" ABOVE FLOOR

VERTICAL HEIGHT: BETWEEN 3/4" & 6/8" ABOVE FLOOR

VERTICAL HEIGHT: FROM CEILING TO BELOW CEILING



LIFT SUB. IT STAIRS 3/4" FROM HORIZONTAL AND EXTENDS VERTICALLY TO THE CEILING



CALDER, CALDER & ASSOCIATES
 LICENSED SURVEYORS
 107 GREENHILL ROAD SUITE 200
 GAITHERSBURG, MD 20878

STRATA PLAN

304
7th of 7 SHEETS

ACCEPTED AND FORWARDED
[Signature]
CDD REGISTRAR
The Registrar General
5/11/2017

AMENDED		SCHEDULE OF UNIT ENTITLEMENT				CURRENT C's of T.	
UNIT NO	UNIT ENTITLEMENT	UNIT NO	UNIT ENTITLEMENT	UNIT NO	UNIT ENTITLEMENT	VOLUME	FOLIO
1	2	3140	2	3140	2	3140	115
2	2	3140	2	3140	2	3140	130
3	2	3140	2	3140	2	3140	131
4	2	3140	2	3140	2	3140	122
5	2	3140	2	3140	2	3140	125
6	2	3140	2	3140	2	3140	124
7	2	3140	2	3140	2	3140	126
8	2	3140	2	3140	2	3140	127
9	2	3140	2	3140	2	3140	128
10	2	3140	2	3140	2	3140	129
11	2	3140	2	3140	2	3140	130
12	2	3140	2	3140	2	3140	131
13	2	3140	2	3140	2	3140	132
14	2	3140	2	3140	2	3140	133
15	2	3140	2	3140	2	3140	134
16	2	3140	2	3140	2	3140	135
17	2	3140	2	3140	2	3140	136
AGGREGATE		AGGREGATE		AGGREGATE		AGGREGATE	
AGGREGATE		AGGREGATE		AGGREGATE		AGGREGATE	



Authorised Vice Registrar J.P. [Signature]
Acting Registrar General



Better communities.
The Whittles way.

176 Fullarton Road
Dulwich SA 5065

08 8291 2300
whittles.com.au

20/04/26

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

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

Dear Sir/Madam

Strata Corporation 304 Inc.

RE: 39-45 JEFFCOTT STREET, NORTH ADELAIDE

ABN: 76159277254

Unit: 00010 Address known as: APT 4A / 39-45 JEFFCOTT STREET, NORTH
ADELAIDE

OWNER: D F & S A Mosler

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

Unit Entitlement Value:

The Unit Entitlement Value is 2 of a total 36.

Financial Status of the Unit Owner:

The contribution payable to the Administration Fund is currently \$1,526.00 per quarter paid to 14/07/26. GST is included within this contribution.

The contribution payable to the Sinking Fund is currently \$333.00 per quarter paid to 14/07/26. GST is included within this contribution.

Arrears are as follows:

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

TOTAL ARREARS ARE: \$0.00 as at 20/04/2026. NEXT CONTRIBUTION IS DUE 15/07/2026.

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

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

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

Known Extraordinary Expenses

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

All water consumption is paid by the Corporation.
Owner pays the insurance excess.

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

Special Levies

No special levies payable.

Financial Status of the Strata Plan

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

The fund currently stands to the credit of:

Administrative Fund	\$79,969.33CR
Sinking Fund	\$100,382.27CR (for future projects)

Enclosures

Enclosed are Minutes of General and Management Committee meetings for the past two years.

Also enclosed is a summary of policies, special resolutions and approvals granted by the Corporation.
Further details of these are available upon request.

Insurance Details

Refer to the attached Certificate of Currency / Certificate of Insurance.

Records

The Corporation's records of accounts, minutes and other prescribed documentary material can be viewed and are available for inspection at our offices at 176 Fullarton Road, Dulwich during normal working hours.

Due to the COVID-19 pandemic we have adapted our office processes to keep our staff and clients safe while maintaining our professional standards and service levels. As a result of these modified processes we ask that you first contact us by email or telephone if you require an appointment to view those records.

Pets

Please note this property is part of a Strata/Community Plan, additional approval for pets may be required. This process involves seeking consent from the Corporation which may include a notice period and additional fees. Approval is not guaranteed and is subject to the rules and regulations of the Strata/Community Plan. Please refer to By-Laws and/or Articles and Resolutions for further details.

Special Notes

Conveyancers should note that it is the Unit holder's legal responsibility to notify the Corporation immediately of a change in ownership, change in address of the owner or change in occupancy of the Unit.

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

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

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

Yours faithfully



Jarrad Laws
Strata Manager
jarrad.laws@whittles.com.au

WHITTLES MANAGEMENT SERVICES PTY LTD
On behalf of the Corporation 20/04/2026

PLEASE RETURN THIS SLIP IMMEDIATELY SETTLEMENT IS EFFECTED
to - info.adelaide@whittles.com.au

TO: WHITTLES MANAGEMENT SERVICES
PO BOX 309
KENT TOWN SA 5071

SETTLEMENT DATE: ___ / ___ / ___

PURCHASERS NAME(S):(Attach any extra purchasers details to this document)

Purchaser 1:

First Name	Surname

Purchaser 2:

First Name	Surname

BUSINESS NAME (If Applicable)

TELEPHONE NUMBERS : MOBILE : _____
HOME: _____ WORK: _____

EMAIL : _____

ACCOUNTS TO BE FORWARDED TO :

CORRESPONDENCE TO BE FORWARDED TO :

The Corporation request that where possible owners elect to receive their correspondence including accounts by email, in an effort to reduce postage and photocopying charges.

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

Strata Corporation 304 Inc.
39-45 JEFFCOTT STREET, NORTH ADELAIDE
Unit: 00010 Address known as: APT 4A / 39-45 JEFFCOTT STREET, NORTH ADELAIDE
OWNER: D F & S A Mosler

Administrative Fund Statement of Income & Expenditure

STRATA CORP.00304 INC

39-45 Jeffcott Street NORTH ADELAIDE SA 5006

1 July 2024 to 30 June 2025

Printed 15/07/25 09:55

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	102,349.90	97,629.00	4,720.90	88,728.08
Interest-Contributions arrears	0.00	0.00	0.00	3.30
Transfer-From Sinking fund	10,000.00	0.00	10,000.00	0.00
TOTAL FUND INCOME	112,349.90	97,629.00	14,720.90	88,731.38
FUND EXPENDITURE				
Cleaning	16,292.51	15,500.00	(792.51)	16,617.06
Common property	0.00	3,000.00	3,000.00	6,071.58
Debt collection fees	80.00	0.00	(80.00)	40.00
Debt collection fees recovery	(80.00)	0.00	80.00	(40.00)
Electrical	35.00	300.00	265.00	283.00
Fire systems	1,998.70	5,400.00	3,401.30	4,411.67
Grounds	5,159.80	5,300.00	140.40	7,737.22
Gutters & downpipes	0.00	1,000.00	1,000.00	0.00
Indoor plant rental	920.28	894.00	(26.28)	879.24
Insurance claims	3,906.36	0.00	(3,906.36)	840.00
Insurance claims recovery	0.00	0.00	0.00	(790.91)
Insurance renewals	15,952.54	16,840.00	887.46	15,346.94
Lift	6,622.11	9,885.00	3,262.89	9,185.88
Management - Additional services fee	240.00	200.00	(40.00)	240.00
Management - Agreed Services	3,533.00	3,533.00	0.00	3,433.00
Management - Asset Maintenance Services	339.96	340.00	0.04	278.16
Management - Disbursement Fees	1,326.00	1,326.00	0.00	1,303.26
Pest control	450.00	600.00	150.00	650.00
Plumbing	181.70	600.00	418.30	605.70
Structural reinstatement	0.00	0.00	0.00	5,268.18
Taxation	1,150.00	1,150.00	0.00	1,150.00
Transfer	118,373.00	110,373.00	(8,000.00)	0.00
Utilities-Electricity	3,422.27	3,300.00	(122.27)	3,217.45
Utilities-Gas	0.00	52.00	52.00	50.91
Utilities-Water	6,012.69	4,200.00	(1,812.69)	2,941.56
TOTAL FUND EXPENDITURE	185,915.72	183,793.00	(2,122.72)	79,719.90
FUND SURPLUS (DEFICIT)	(73,565.82)	(86,164.00)	12,598.18	9,011.48

Administrative Fund Statement of Assets & Liabilities

STRATA CORP.00304 INC
 39-45 Jeffcott Street NORTH ADELAIDE SA 5006
 30 June 2025
 Printed 15/07/25 09:55

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	156,552.24	147,540.76
Surplus/(Deficit) For Period	(73,565.82)	9,011.48
TOTAL FUNDS	82,986.42	156,552.24
ASSETS		
Cash at Bank (MBL)	84,836.44	153,429.89
Sundry Receivables	0.00	4.74
TOTAL ASSETS	84,836.44	153,434.63
LIABILITIES		
GST control account	1,850.02	(3,117.61)
TOTAL LIABILITIES	1,850.02	(3,117.61)
NET ASSETS	82,986.42	156,552.24

Sinking Fund Statement of Income & Expenditure

STRATA CORP.00304 INC

39-45 Jeffcott Street NORTH ADELAIDE SA 5006

1 July 2024 to 30 June 2025

Printed 15/07/25 09:55

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	22,036.48	21,285.00	751.48	19,222.52
Transfer-From Administration fund	118,373.00	110,373.00	8,000.00	0.00
TOTAL FUND INCOME	140,409.48	131,658.00	8,751.48	19,222.52
FUND EXPENDITURE				
Common property	0.00	0.00	0.00	7,457.50
Hot water service	0.00	0.00	0.00	15,469.34
Painting	91,818.18	91,819.00	0.82	38,071.82
Transfer	10,000.00	0.00	(10,000.00)	0.00
TOTAL FUND EXPENDITURE	101,818.18	91,819.00	(9,999.18)	60,998.66
FUND SURPLUS (DEFICIT)	38,591.30	39,839.00	(1,247.70)	(41,776.14)

Sinking Fund Statement of Assets & Liabilities

STRATA CORP.00304 INC

39-45 Jeffcott Street NORTH ADELAIDE SA 5006

30 June 2025

Printed 15/07/25 09:55

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	45,524.43	87,300.57
Surplus/(Deficit) For Period	38,591.30	(41,776.14)
TOTAL FUNDS	84,115.73	45,524.43
ASSETS		
Cash at Bank (MBL)	84,115.73	45,524.43
TOTAL ASSETS	84,115.73	45,524.43
LIABILITIES		
TOTAL LIABILITIES	0.00	0.00
NET ASSETS	84,115.73	45,524.43

Consolidated Statement of Assets & Liabilities

STRATA CORP.00304 INC

39-45 Jeffcott Street NORTH ADELAIDE SA 5006

30 June 2025

Printed 15/07/25 09:55

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	202,076.67	234,841.33
Surplus/(Deficit) For Period	(34,974.52)	(32,764.66)
TOTAL FUNDS	167,102.15	202,076.67
ASSETS		
Cash at Bank (MBL)	168,952.17	198,954.32
Sundry Receivables	0.00	4.74
TOTAL ASSETS	168,952.17	198,959.06
LIABILITIES		
GST control account	1,850.02	(3,117.61)
TOTAL LIABILITIES	1,850.02	(3,117.61)
NET ASSETS	167,102.15	202,076.67

Notes to the Financial Statements
 STRATA CORP.00304 INC
 39-45 Jeffcott Street NORTH ADELAIDE SA 5006
 30 June 2025
 Printed 15/07/25 09:55

Investments Nil

The following balances relate to amounts received or owing as at 30/06/2025

Receivables - Owner Arrears Nil

Debtors Nil

Allocated Advance Payments

Unit/Lot Details	Admin	Sinking	Total
	Contributions	Contributions	
00004	1,526.00	333.00	1,859.00
00006	1,526.00	333.00	1,859.00
00008	1,526.00	175.00	1,701.00
00010	1,526.00	333.00	1,859.00
00014	1,526.00	333.00	1,859.00
00015	1,526.00	10.00	1,536.00
00016	2,290.00	499.00	2,789.00
Totals	11,446.00	2,016.00	13,462.00

Outstanding Creditors Nil

Unallocated Advance Payments Nil

Remuneration

Commissions received by Whittles are disclosed in the Services Agreement between the Body Corporate and Whittles

Commissions received by Whittles for the financial year of the body corporate: \$1,809.15

Summary of Significant Accounting Policies

STRATA CORP.00304 INC

39-45 Jeffcott Street NORTH ADELAIDE SA 5006

1 July 2024 to 30 June 2025

Printed 15/07/25 09:55

Basis of Preparation

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

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

Basis of Accounting

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

Cash and cash equivalents

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

Goods and Services Tax

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

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

Income Tax

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

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

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



**Better communities.
The Whittles way.**

176 Fullarton Road
Dulwich SA 5065

08 8291 2300
whittles.com.au

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

22 September 2025

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for STRATA CORP.00304 INC 39-45 Jeffcott Street, NORTH ADELAIDE, SA, 5006.

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

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

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

Yours faithfully

Jarrad Laws
Body Corporate Manager



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Minutes of the Annual General Meeting
STRATA CORP.00304 INC

Minutes of the Annual General Meeting
STRATA CORP.00304 INC

Meeting Date	Monday, 15 September 2025		
Meeting Location	Apartment 1B, 39-45 Jeffcott Street, NORTH ADELAIDE, SA, 5006		
Time	06:00 PM	Closed: 07:20 PM	
Lots Represented	00002	G J & A Taylor	Owner present
	00004	M I & M K Hannaford	Electronic vote
	00005	Hal Nominees Pty Ltd - G Gibson	Owner present
	00006	L P Reardon	Electronic vote
	00009	A F Kelsey	Electronic vote
	00010	S A Mosler	Owner present
	00011	R D Hislop	Electronic vote
	00012	H Jose	Owner present
	00013	C M & P Grech	Owner present
	00014	P A Chataway & C J Kimber	Owner present
	00016	T Y Pellew	Owner present
Chairperson	A Taylor presided over the meeting.		
Additional Attendees	Jarrad Laws representing Whittles Management Services Pty Ltd assisted the Corporation by conducting the meeting.		
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy) with 11 of the 17 units represented.		

Item 1

Declaration of Interest

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

Motion 2

Acceptance of Minutes

Ordinary Resolution

It was resolved that in accordance with s33(4b)(b) of the *Strata Titles Act 1988*, the minutes of the Annual General Meeting held on 20 AUG 2024 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.

Motion CARRIED.

Votes

Yes: 11

No: 0

Abs: 0

Inv: 0



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Minutes of the Annual General Meeting
STRATA CORP.00304 INC

Motion 3				
Acceptance of Statement of Accounts	Ordinary Resolution			
It was resolved that in accordance with s33(4b)(c) of the <i>Strata Titles Act 1988</i> , the unaudited Statement of Accounts for the financial year ending 30 JUN 2025, which have been circulated to all members, were accepted.				
Motion CARRIED.				
Votes	Yes: 11	No: 0	Abs: 0	Inv: 0

Motion 4				
Appointment of Manager	Ordinary Resolution			
It was resolved that the Body Corporate under s23(6) of the <i>Strata Titles Act 1988</i> :				
<ul style="list-style-type: none"> i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services, ii. make the appointment for a Term of twelve (12) months, being from the 1 JUL 2025 to 30 JUN 2026 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked, iii. authorise limited powers to Whittles Management Services Pty Ltd, iv. agree to pay Service Fees to Whittles Management Services Pty Ltd, v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd. 				
The Services Agreement is available for viewing at whittles.com.au through your owner portal.				
Motion CARRIED.				
Votes	Yes: 11	No: 0	Abs: 0	Inv: 0



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Minutes of the Annual General Meeting
STRATA CORP 00304 INC

Election of Office Bearers and Committee

It was resolved that in accordance with s23(1) and 35(1) of the *Strata Titles Act 1988*, the meeting appoint Office Bearers and Committee Members.

Limitations Imposed

The Body Corporate Manager advised that the Management Committee and Officers of the Body Corporate do not have powers to resolve matters subject to special or unanimous resolutions.

Committee Meetings should be conducted in accordance with s35(8) of the *Strata Titles Act 1988*.

An agenda should be forwarded to all committee members and decisions at the meeting minuted, copies of which are to be placed with the Body Corporate records.

Peter from unit 14 wanted to thank Ann, Leslie and Helen for their efforts on the committee.

Election of Presiding Officer

Unit 2 - Dr A Taylor has been elected as Presiding Officer.

Election of Secretary

Unit 6 - Ms L Reardon has been elected as Secretary.

Election of Treasurer

Unit 12 - Mrs H Jose has been elected as Treasurer.

Election of Ordinary Member/s

Unit 14 - Mr P Chataway, Unit 13 - Ms C Grech, Unit 2 - Mr G Taylor have been elected to the committee.

Item 6

Accredited Contractors (Advice)

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

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



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Minutes of the Annual General Meeting
STRATA CORP 00304 INC

Item 7				
Annual Compliance Register (Advice)				
<p>The <i>Work Health and Safety Act 2012</i>, recognises that a Body Corporate's common property is a workplace, as such the Body Corporate is responsible for ensuring the workplace is free from hazard, as far as reasonably practicable. Whittles has established a register to ensure owners are fully aware of their legislative and reporting requirements for the Body Corporate. Many different areas are subject to annual compliance and the Body Corporate Manager may review at the meeting all Body Corporate obligations and where necessary, update any compliance reports required to be held on file.</p> <p>All legislative compliance reports will be reviewed promptly as required and any maintenance attended to in accordance with Australian Standards or Industry best practice using qualified and reputable practitioners. To ensure that the Body Corporate obligations are met and maintained during the year, the Compliance Register will be updated throughout the year.</p> <p>The Manager can confirm an asbestos register is held on file and is available for viewing at whittles.com.au through your owner portal.</p>				
Item 8				
Current Insurance Details (Advice)				
A copy of the Body Corporate's current certificate of currency is available for viewing at whittles.com.au through your owner portal.				
Motion 9				
Insurance Valuation		Ordinary Resolution		
<p>A comprehensive professional valuation for insurance purposes performed in 2022 recommended insurance cover of \$18,110,000 and is available for viewing at whittles.com.au through your owner portal.</p> <p>It was resolved that in accordance with s30 of the Strata Titles Act 1988, the Body Corporate engage the services of a Licensed Valuer to provide an update of the current Insurance Valuation at an estimated cost of \$440.00 and that this valuation be adopted by the Body Corporate effective immediately upon receipt.</p>				
Motion CARRIED.				
Votes	Yes: 11	No: 0	Abs: 0	Inv: 0



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Minutes of the Annual General Meeting
STRATA CORP.00304 INC

Motion 10				
Insurance Renewal		Ordinary Resolution		
<p>It was resolved that the Body Corporate Manager is to arrange quotes and/or renewal of the Body Corporate's insurance for a sum insured of \$18,110,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request.</p> <p>Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular unit, the unit owner will be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate.</p> <p>Whittles recommends consideration be given to the following additional cover options if not already included in the policy; office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown.</p> <p><u>Contents Insurance</u> The Body Corporate Manager advised members of the necessity for them to arrange individually for adequate insurance for contents of their units, inclusive of carpets, drapes, light fittings, etc., whether or not the unit is occupied by the unit owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that unit owners should be separately insured for cover in relation to their own premises.</p>				
Motion CARRIED.				
Votes	Yes: 11	No: 0	Abs: 0	Inv: 0



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Minutes of the Annual General Meeting
STRATA CORP 00304 INC

Item 11

General Business

Grounds Maintenance

It was agreed that grounds maintenance continue to be undertaken monthly and fortnightly during summer.

Pest Control

It was raised that the pest controller does not appear to be visiting the property on a quarterly basis as the contractor's invoices indicate for rodent baiting. The Manager will follow up with the contractor and ask that he contact a committee member prior to his next visit and also sign the book register as all contractors should.

Lift Contract

The Manager has confirmed that a copy of the lift agreement with Kone is available through the owner's portal. The contract is current, although the initial period was for 5 years to June 2023 the agreement shall automatically renew for subsequent annual periods unless cancelled by either party (60 days) prior to the renewal date.

Indoor Plants

A discussion was raised on the indoor plants and a suggestion put forward that artificial plants should be displayed in the building instead of natural plants. The Committee will investigate options and advise accordingly.

Roof Access

The owner of unit 16 raised an issue with access to the roof and requested that access to the roof through safety doors and manholes be locked. It was mentioned that as the doors were asbestos that locks may be unable to install. The Committee will investigate signage and access to the roof.

Balcony Blinds

A discussion was raised in regard to replacing balcony blinds to a more modern colour/style. A decorator has been onsite and provided samples which were made available at the meeting for owners to view. Some owners provided positive feedback and other owners raised concerns with having to replace their blinds as they are considered to be in good condition and in a similar colour scheme/style to the building.

House Rules

A reminder of the corporation's house rules.

Owners were reminded of certain house rules which included change of ownership/tenancy with the Body Corporate Manager to be advised along with the Management Committee as there have been occupancy issues. This has resulted in carparking issues with the visitors carparking continually being occupied.

Owners were reminded of the obligation to correctly dispose of rubbish and recycling in the appropriate bins.

The Manager will notify all owners and occupiers of these issues raised and request the House Rules be respected.

Corporation Articles

The owner of unit 16 requested the articles of the corporation be updated and modernised. Short term stays are to be included in the new articles. The Manager was advised of a meeting earlier in the year regarding the articles and a draft copy of articles has been provided to the former Manager. The current Manager will seek to find and review this copy as the owners present supported having the articles amended.



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Minutes of the Annual General Meeting
STRATA CORP.00304 INC

Motion 12				
Administrative Fund Budget		Ordinary Resolution		
<p>It was resolved that in accordance with s27 of the <i>Strata Titles Act 1988</i>, the attached Administrative Fund budget be approved and adopted.</p> <p>Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of \$24,975.00 for the financial year ending 30 JUN 2026.</p> <p>This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting.</p> <p>Contributions will be raised in accordance with Unit Entitlement Values.</p>				
Motion CARRIED.				
Votes	Yes: 11	No: 0	Abs: 0	Inv: 0

Motion 13				
Sinking Fund Budget		Ordinary Resolution		
<p>It was resolved that in accordance with s27 of the <i>Strata Titles Act 1988</i>, the attached Sinking Fund budget be approved and adopted.</p> <p>Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of \$5,445.00 for the financial year ending 30 JUN 2026.</p> <p>This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting.</p> <p>Contributions will be raised in accordance with Unit Entitlement Values.</p>				
Motion CARRIED.				
Votes	Yes: 11	No: 0	Abs: 0	Inv: 0



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Minutes of the Annual General Meeting
STRATA CORP.00304 INC

Motion 14				
Insufficient Funds Special Levy Authority		Ordinary Resolution		
<p>It was resolved that should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Management Committee, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Unit Entitlement Values and must not exceed the sum of \$10,000.00.</p> <p>If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.</p>				
Motion CARRIED.				
Votes	Yes: 11	No: 0	Abs: 0	Inv: 0

Motion 15				
Transfer of Funds		Special Resolution		
<p>It was resolved that the Corporation Manager has approval to transfer funds between the Administration and Sinking Funds where and when required to assist with any cash flow shortages.</p>				
Motion CARRIED.				
Votes	Yes: 11	No: 0	Abs: 0	Inv: 0

Motion 16				
Interest Charged on Overdue Contributions/Levies		Ordinary Resolution		
<p>It was resolved that in accordance with the provisions of s27(4) of the <i>Strata Titles Act 1988</i>, the Body Corporate agreed it will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date.</p> <p>The Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.</p>				
Motion CARRIED.				
Votes	Yes: 11	No: 0	Abs: 0	Inv: 0



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Minutes of the Annual General Meeting
STRATA CORP.00304 INC

Motion 17				
Recovery of Overdue Contributions/Levies		Ordinary Resolution		
<p>It was resolved that in accordance with s27(5) of the <i>Strata Titles Act 1988</i>, Whittles is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of STRATA CORP.00304 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred.</p> <p>Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company.</p> <p>Fees charged by third party providers will be recovered from the debtor at cost per invoice.</p> <p>Owners are advised of the following debt recovery process:</p> <ol style="list-style-type: none"> 1. Owners are issued their contribution notice approximately 3 weeks before the due date. 2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date. 3. Once 27 days or more overdue, a final notice is issued to the owner incurring a \$44.00 fee. Payment is to be made in full within 21 days from date of issue. 4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued. 5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency. 				
Motion CARRIED.				
Votes	Yes: 11	No: 0	Abs: 0	Inv: 0

Item 18
Next Meeting & Closure – It was agreed that next year's meeting would be held at the 39-45 Jeffcott Street, North Adelaide at 6pm on a date to be advised in 2026.
Thank you to Anne and Greg for hosting the AGM.

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

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

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

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

BUDGET

STRATA CORP.00304 INC
39-45 JEFFCOTT STREET, NORTH ADELAIDE

Year ending June 2026

ADMINISTRATIVE FUND

	Jul-Sept 25	Oct-Dec 25	Jan-Mar 26	Apr-Jun 26	Annual Total
INCOME					
Contributions	24,975.00	24,975.00	24,975.00	24,975.00	\$99,900.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-10,405.45	-0.00	-0.00	-0.00	<u>-\$10,405.45</u>
Total	14,569.55	24,975.00	24,975.00	24,975.00	<u>\$89,494.55</u>
EXPENDITURE					
Cleaning - Contract services	3,875.00	3,875.00	3,875.00	3,875.00	\$15,500.00
Common property	750.00	750.00	750.00	750.00	\$3,000.00
Electrical - Common lighting	75.00	75.00	75.00	75.00	\$300.00
Fire systems - Repairs	250.00	250.00	250.00	250.00	\$1,000.00
Fire systems - Services	700.00	700.00	700.00	700.00	\$2,800.00
Grounds - Irrigation repairs	75.00	75.00	75.00	75.00	\$300.00
Grounds - Maintenance	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Gutters & downpipes - Repairs	250.00	250.00	250.00	250.00	\$1,000.00
Indoor plant rental	237.50	237.50	237.50	237.50	\$950.00
Insurance - Renewal	0.00	18,500.00	0.00	0.00	\$18,500.00
Lift - Maintenance	625.00	625.00	625.00	625.00	\$2,500.00
Lift - Registration	0.00	400.00	0.00	0.00	\$400.00
Lift - Service contract	1,746.25	1,746.25	1,746.25	1,746.25	\$6,985.00
Management - Additional services fee	200.00	0.00	0.00	0.00	\$200.00
Management - Agreed Services	901.25	901.25	901.25	901.25	\$3,605.00
Management - Asset Maintenance Services	85.00	85.00	85.00	85.00	\$340.00
Management - Disbursement Fees	263.50	263.50	263.50	263.50	\$1,054.00
Pest control	150.00	150.00	150.00	150.00	\$600.00
Pest control - Rodent Bait Stations	450.00	0.00	0.00	0.00	\$450.00
Plumbing	150.00	150.00	150.00	150.00	\$600.00
Reports - Insurance valuation	0.00	440.00	0.00	0.00	\$440.00
Taxation - BAS Return	250.00	250.00	250.00	250.00	\$1,000.00
Technology and System Fees	68.00	68.00	68.00	68.00	\$272.00
Utilities - Electricity	900.00	900.00	900.00	900.00	\$3,600.00
Utilities - Gas	13.00	13.00	13.00	13.00	\$52.00
Utilities - Water	1,125.00	1,125.00	1,125.00	1,125.00	<u>\$4,500.00</u>
Total	14,389.50	33,079.50	13,739.50	13,739.50	<u>\$74,948.00</u>

SINKING FUND

	Jul-Sept 25	Oct-Dec 25	Jan-Mar 26	Apr-Jun 26	Annual Total
INCOME					
Contributions	5,445.00	5,445.00	5,445.00	5,445.00	\$21,780.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-1,832.72	-0.00	-0.00	-0.00	<u>-1,832.72</u>
Total	3,612.28	5,445.00	5,445.00	5,445.00	<u>19,947.28</u>

CASH FLOW SUMMARY

	Jul-Sept 25	Oct-Dec 25	Jan-Mar 26	Apr-Jun 26	Annual Total
<u>ADMINISTRATIVE FUND</u>					
Opening Balance	82,986.42	83,166.47	75,061.97	86,297.47	\$82,986.42
Add: Contributions	24,975.00	24,975.00	24,975.00	24,975.00	\$99,900.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	10,405.45	0.00	0.00	0.00	\$10,405.45
Minus: Expenditures	14,389.50	33,079.50	13,739.50	13,739.50	\$74,948.00
CLOSING BALANCE	83,166.47	75,061.97	86,297.47	97,532.97	\$97,532.97
<u>SINKING FUND</u>					
Opening Balance	84,115.73	87,728.01	93,173.01	98,618.01	\$84,115.73
Add: Contributions	5,445.00	5,445.00	5,445.00	5,445.00	\$21,780.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	1,832.72	0.00	0.00	0.00	\$1,832.72
Minus: Expenditures	0.00	0.00	0.00	0.00	\$0.00
CLOSING BALANCE	87,728.01	93,173.01	98,618.01	104,063.01	\$104,063.01

CALCULATION OF CONTRIBUTIONS

Total Unit Entitlement 36
 Number of Units 17

Unit Number	— Effective from 15/10/25 —			— Effective from 15/10/25 —		
	UEV	ADMIN Fund	ADMIN Fund (incl. GST)	UEV	SINKING Fund	SINKING Fund (incl. GST)
1	2	1,387.50	\$1,526	2	302.50	\$333
2	2	1,387.50	\$1,526	2	302.50	\$333
3	2	1,387.50	\$1,526	2	302.50	\$333
4	2	1,387.50	\$1,526	2	302.50	\$333
5	2	1,387.50	\$1,526	2	302.50	\$333
6	2	1,387.50	\$1,526	2	302.50	\$333
7	2	1,387.50	\$1,526	2	302.50	\$333
8	2	1,387.50	\$1,526	2	302.50	\$333
9	2	1,387.50	\$1,526	2	302.50	\$333
10	2	1,387.50	\$1,526	2	302.50	\$333
11	2	1,387.50	\$1,526	2	302.50	\$333
12	2	1,387.50	\$1,526	2	302.50	\$333
13	2	1,387.50	\$1,526	2	302.50	\$333
14	2	1,387.50	\$1,526	2	302.50	\$333
15	2	1,387.50	\$1,526	2	302.50	\$333
16	3	2,081.25	\$2,290	3	453.75	\$499
17	3	2,081.25	\$2,290	3	453.75	\$499
QUARTERLY TOTAL		<i>\$24,975.00</i>	<u><u>\$27,470.00</u></u>		<i>\$5,445.00</i>	<u><u>\$5,993.00</u></u>



Strata and Community Title Services

20 August 2024

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for STRATA CORP.00304 INC 39-45 Jeffcott Street, NORTH ADELAIDE, SA, 5006.

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

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

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

Yours faithfully

Wendy Lewis
Body Corporate Manager



Strata and Community Title Services

Minutes of the Annual General Meeting
STRATA CORP.00304 INC

**Minutes of the Annual General Meeting
STRATA CORP.00304 INC**

Meeting Date	20 August 2024		
Meeting Location	Caretakers Residence, 39-45 Jeffcott Street, NORTH ADELAIDE, SA, 5008		
Time	06:00 PM	Closed: 06:48 PM	
Lots Represented	00001	Ms K Gregg	Owner present
	00002	Dr A W Taylor	Owner present
	00003	Mr D L Hourigan	Owner present
	00004	Mr M Hannaford	Owner present
	00006	Ms L P Reardon	Owner present
	00009	A F Kelsey	Proxy with voting instructions
	00010	Mrs S A Mosler	Owner present
	00011	Mr R O Hislop	Proxy with voting instructions
	00012	Ms H Jose	Owner present
	00013	Mrs C M Grech	Owner present
	00014	Mr P A Chataway & Ms C J Kimber	Owner present
	00016	Mr T Y & Mrs J A Pellew	Owner present
	00017	L F Ashmead	Proxy to Whittles Body Corporate
Chairperson	Dr A W Taylor presided over the meeting.		
Additional Attendees	Ms Wendy Lewis representing Whittles Body Corporate Management Pty Ltd assisted the Corporation by conducting the meeting.		
Quorum	The Body Corporate Manager declared a quorum was present with 13 of the 17 units represented.		

Item 1

Declaration of Interest

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

Motion 2

Acceptance of Minutes

Ordinary Resolution

In accordance with s33(4b)(b) of the *Strata Titles Act 1988*, the minutes of the Extraordinary General Meeting held on 2 February 2024 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.

Motion CARRIED.



Strata and Community Title Services

Motion 3		
Acceptance of Statement of Accounts	Ordinary Resolution	
In accordance with s33(4b)(c) of the <i>Strata Titles Act 1988</i> , the unaudited Statement of Accounts for the financial year ending 30 June 2024, which have been circulated to all members, was accepted.		
Motion CARRIED.		

Motion 4		
Appointment of Manager	Ordinary Resolution	
It was resolved that the Body Corporate under s23(6) of the <i>Strata Titles Act 1988</i> :		
<ul style="list-style-type: none"> i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services, ii. make the appointment for a Term of twelve (12) months, being from the 1 July 2024 to 30 June 2025 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked, iii. authorise limited powers to Whittles Management Services Pty Ltd, iv. agree to pay Service Fees to Whittles Management Services Pty Ltd, v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd. 		
The Services Agreement is available for viewing at whittles.com.au through your owner portal.		
Motion CARRIED.		

Election of Office Bearers and Committee		
In accordance with s23(1) and 35(1) of the <i>Strata Titles Act 1988</i> , the meeting appoint Office Bearers and Committee Members.		
<u>Limitations Imposed</u>		
The Body Corporate Manager advised that the Management Committee and Officers of the Body Corporate do not have powers to resolve matters subject to special or unanimous resolutions.		
Committee Meetings should be conducted in accordance with s35(8) of the <i>Strata Titles Act 1988</i> .		
An agenda should be forwarded to all committee members and decisions at the meeting minuted, copies of which are to be placed with the Body Corporate records.		
The Management have authority to spend up to \$5,000 for necessary maintenance works at the complex without the need to gain approval from the other owners.		
Election of Presiding Officer		
Unit 2 - Dr A Taylor has been elected as Presiding Officer.		

Election of Secretary		
Unit 6 - Ms L Reardon has been elected as Secretary.		



Strata and Community Title Services

Election of Treasurer

Unit 12 - Mrs H Jose has been elected as Treasurer.

Election of Ordinary Member/s

Unit 2 - Mr G Taylor, Unit 9 - Mr A Kelsey, Unit 13 Mrs C Grech, Unit 14 - Mr P Chataway have been elected to the committee.

Item 6

Accredited Contractors (Advice)

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

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

Item 7

Annual Compliance Register (Advice)

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

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

Item 8

Current Insurance Details (Advice)

A copy of the Body Corporate's current certificate of currency is available for viewing at whittles.com.au through your owner portal.



Strata and Community Title Services

Item 9		
Insurance Valuation (Advice)		
<p>A comprehensive professional valuation for insurance purposes was performed in 2022 and recommended insurance cover of \$18,110,000.</p> <p>The Insurance Valuation is available for viewing at whittles.com.au through your owner portal.</p> <p>It was agreed that an updated valuation for insurance purposes will be on the agenda for discussion at next years' meeting.</p>		

Motion 10		
Insurance Renewal	Ordinary Resolution	
<p>The Body Corporate Manager is to arrange renewal of the Body Corporate's insurance for a sum insured of \$18,110,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request.</p> <p>Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular unit, the unit owner will be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate.</p> <p>Whittles recommends consideration be given to the following additional cover options if not already included in the policy, office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown.</p> <p>Contents Insurance The Body Corporate Manager advised members of the necessity for them to arrange individually for adequate insurance for contents of their units, inclusive of carpets, drapes, light fittings, etc., whether or not the unit is occupied by the unit owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that unit owners should be separately insured for cover in relation to their own premises.</p>		
Motion CARRIED.		



Strata and Community Title Services

Item 11		
General Business		
<p><u>Grounds Maintenance</u> Grounds maintenance will continue to be undertaken monthly.</p> <p><u>Committee Expenditure</u> The Manager confirms the Committee have authority to spend up to \$5,000 for necessary maintenance at the complex without the need to gain approval from other owners.</p> <p><u>Safety Audit Of The Roof And Access</u> Anne advised the meeting that the safety audit was undertaken, and it was confirmed that there are anchor points on the roof for contractors to hook onto when undertaking roof works. Contractors need to have their own liability insurance, and if the anchor points are not used when undertaking works on the roof the Corporation will not be held liable for any injury. If residents or owners choose to access the roof without authority, the same will apply as with contractors.</p> <p><u>Interest Bearing Account</u> The Manager advised the meeting that currently the money held in the Corporation's account does not earn interest and as a consequence of this the Corporation does not pay any bank fees or need to put in a tax return each year.</p> <p>The Manager also advised the Corporation could put some funds into a term deposit for a period of time which will then earn interest. The Committee will investigate this further.</p> <p><u>Rubbish Bins</u> There appears to be an ongoing issue with residents placing the incorrect rubbish into the bins. Anne advised she will address this matter when ending out the next newsletter.</p> <p><u>Air-conditioner Noise</u> Some owners noted that they can hear other units air-conditioners through the walls, the Committee will investigate if this is an issue with other owners and also address this in the next newsletter along with the bins.</p>		

Motion 12		
Administrative Fund Budget	Ordinary Resolution	
<p>In accordance with s27 of the <i>Strata Titles Act 1988</i>, the attached Administrative Fund budget was approved and adopted.</p> <p>Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of \$24,975.00 for the financial year ending 30 June 2025.</p> <p>This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting.</p> <p>Contributions will be raised in accordance with Unit Entitlement Values.</p>		
Motion CARRIED.		



Strata and Community Title Services

Minutes of the Annual General Meeting
STRATA CORP. 00304 INC

Motion 13		
Sinking Fund Budget	Ordinary Resolution	
<p>In accordance with s27 of the <i>Strata Titles Act 1988</i>, the attached Sinking Fund budget was approved and adopted.</p> <p>Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of \$5,445.00 for the financial year ending 30 June 2025.</p> <p>This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting.</p> <p>Contributions will be raised in accordance with Unit Entitlement Values.</p>		
Motion CARRIED.		

Motion 14		
Insufficient Funds Special Levy Authority	Ordinary Resolution	
<p>Should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Management Committee, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Unit Entitlement Values and must not exceed the sum of \$10,000.00.</p> <p>If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.</p>		
Motion CARRIED.		

Motion 15		
Transfer of Funds	Special Resolution	
<p>The Corporation Manager has approval to transfer funds between the Administration and Sinking Funds where and when required to assist with any cash flow shortages.</p>		
Motion CARRIED.		



Strata and Community Title Services

Motion 16		
Interest Charged on Overdue Contributions/Levies	Ordinary Resolution	
<p>In accordance with the provisions of s27(4) of the <i>Strata Titles Act 1988</i>, the Body Corporate agreed it will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date.</p> <p>The Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.</p>		
Motion CARRIED.		

Motion 17		
Recovery of Overdue Contributions/Levies	Ordinary Resolution	
<p>In accordance with s27(5) of the <i>Strata Titles Act 1988</i>, Whittles was authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of STRATA CORP.00304 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred.</p> <p>Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company.</p> <p>Fees charged by third party providers will be recovered from the debtor at cost per invoice.</p> <p>Owners are advised of the following debt recovery process:</p> <ol style="list-style-type: none"> 1. Owners are issued their contribution notice approximately 3 weeks before the due date. 2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date. 3. Once 27 days or more overdue, a final notice is issued to the owner incurring a \$44.00 fee. Payment is to be made in full within 21 days from date of issue. 4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued. 5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency. 		
Motion CARRIED.		

Item 18
<p>Next Meeting & Closure – It was agreed that next years' meeting will be held at 6.00pm in the Caretakers Residence on a date to be advised in 2025.</p>



Strata and Community Title Services

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

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

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

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

BUDGET

STRATA CORP.00304 INC
39-45 JEFFCOTT STREET, NORTH ADELAIDE

Year ending June 2025

ADMINISTRATIVE FUND

	Jul-Sept 24	Oct-Dec 24	Jan-Mar 25	Apr-Jun 25	Annual Total
INCOME					
Contributions	22,704.00	24,975.00	24,975.00	24,975.00	\$97,629.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-5,686.36	-0.00	-0.00	-0.00	<u>-\$5,686.36</u>
Total	17,017.64	24,975.00	24,975.00	24,975.00	<u>\$91,942.64</u>
EXPENDITURE					
Cleaning - Contract services	3,875.00	3,875.00	3,875.00	3,875.00	\$15,500.00
Common property	750.00	750.00	750.00	750.00	\$3,000.00
Electrical - Common lighting	75.00	75.00	75.00	75.00	\$300.00
Fire systems - Repairs	250.00	250.00	250.00	250.00	\$1,000.00
Fire systems - Services	1,100.00	1,100.00	1,100.00	1,100.00	\$4,400.00
Grounds - Irrigation repairs	75.00	75.00	75.00	75.00	\$300.00
Grounds - Maintenance	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Gutters & downpipes - Repairs	250.00	250.00	250.00	250.00	\$1,000.00
Indoor plant rental	223.50	223.50	223.50	223.50	\$894.00
Insurance - Renewal	0.00	16,840.00	0.00	0.00	\$16,840.00
Lift - Maintenance	625.00	625.00	625.00	625.00	\$2,500.00
Lift - Registration	0.00	400.00	0.00	0.00	\$400.00
Lift - Service contract	1,746.25	1,746.25	1,746.25	1,746.25	\$6,985.00
Management - Additional services fee	200.00	0.00	0.00	0.00	\$200.00
Management - Agreed Services	883.25	883.25	883.25	883.25	\$3,533.00
Management - Asset Maintenance Services	85.00	85.00	85.00	85.00	\$340.00
Management - Disbursement Fees	263.50	263.50	263.50	263.50	\$1,054.00
Pest control	150.00	150.00	150.00	150.00	\$600.00
Plumbing	150.00	150.00	150.00	150.00	\$600.00
Public Officer Fee	150.00	0.00	0.00	0.00	\$150.00
Taxation - BAS Return	250.00	250.00	250.00	250.00	\$1,000.00
Technology and System Fees	68.00	68.00	68.00	68.00	\$272.00
Transfer - To Sinking fund	0.00	110,373.00	0.00	0.00	\$110,373.00
Utilities - Electricity	825.00	825.00	825.00	825.00	\$3,300.00
Utilities - Gas	13.00	13.00	13.00	13.00	\$52.00
Utilities - Water	1,050.00	1,050.00	1,050.00	1,050.00	<u>\$4,200.00</u>
Total	14,307.50	141,570.50	13,957.50	13,957.50	<u>\$183,793.00</u>

SINKING FUND

	Jul-Sept 24	Oct-Dec 24	Jan-Mar 25	Apr-Jun 25	Annual Total
INCOME					
Contributions	4,950.00	5,445.00	5,445.00	5,445.00	\$21,285.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-1,098.18	-0.00	-0.00	-0.00	-\$1,098.18
Transfer - From Administration fund	0.00	110,373.00	0.00	0.00	\$110,373.00
Total	3,851.82	115,818.00	5,445.00	5,445.00	\$130,559.82
EXPENDITURE					
Painting - External Surfaces	0.00	91,819.00	0.00	0.00	\$91,819.00
Total	0.00	91,819.00	0.00	0.00	\$91,819.00

CASH FLOW SUMMARY

	Jul-Sept 24	Oct-Dec 24	Jan-Mar 25	Apr-Jun 25	Annual Total
<u>ADMINISTRATIVE FUND</u>					
Opening Balance	156,552.24	159,262.38	42,666.88	53,684.38	\$156,552.24
Add: Contributions	22,704.00	24,975.00	24,975.00	24,975.00	\$97,629.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	5,686.36	0.00	0.00	0.00	\$5,686.36
Minus: Expenditures	14,307.50	141,570.50	13,957.50	13,957.50	\$183,793.00
CLOSING BALANCE	159,262.38	42,666.88	53,684.38	64,701.88	\$64,701.88
<u>SINKING FUND</u>					
Opening Balance	45,524.43	49,376.25	73,375.25	78,820.25	\$45,524.43
Add: Contributions	4,950.00	5,445.00	5,445.00	5,445.00	\$21,285.00
Add: Transfer - From Administration fund	0.00	110,373.00	0.00	0.00	\$110,373.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	1,098.18	0.00	0.00	0.00	\$1,098.18
Minus: Expenditures	0.00	91,819.00	0.00	0.00	\$91,819.00
CLOSING BALANCE	49,376.25	73,375.25	78,820.25	84,265.25	\$84,265.25

CALCULATION OF CONTRIBUTIONS

Total Unit Entitlement 36
 Number of Units 17

Unit Number	— Effective from 15/10/23 —			— Effective from 15/10/23 —		
	UEV	ADMIN Fund	ADMIN Fund (incl. GST)	UEV	SINKING Fund	SINKING Fund (incl. GST)
1	2	1,387.50	\$1,526	2	302.50	\$333
2	2	1,387.50	\$1,526	2	302.50	\$333
3	2	1,387.50	\$1,526	2	302.50	\$333
4	2	1,387.50	\$1,526	2	302.50	\$333
5	2	1,387.50	\$1,526	2	302.50	\$333
6	2	1,387.50	\$1,526	2	302.50	\$333
7	2	1,387.50	\$1,526	2	302.50	\$333
8	2	1,387.50	\$1,526	2	302.50	\$333
9	2	1,387.50	\$1,526	2	302.50	\$333
10	2	1,387.50	\$1,526	2	302.50	\$333
11	2	1,387.50	\$1,526	2	302.50	\$333
12	2	1,387.50	\$1,526	2	302.50	\$333
13	2	1,387.50	\$1,526	2	302.50	\$333
14	2	1,387.50	\$1,526	2	302.50	\$333
15	2	1,387.50	\$1,526	2	302.50	\$333
16	3	2,081.25	\$2,290	3	453.75	\$499
17	3	2,081.25	\$2,290	3	453.75	\$499
QUARTERLY TOTAL		<i>\$24,975.00</i>	<u><u>\$27,470.00</u></u>		<i>\$5,445.00</i>	<u><u>\$5,993.00</u></u>

**STRATA CORPORATION 304 INCORPORATED
'STRANGWAYS APARTMENTS'**

39-45 JEFFCOTT STREET, NORTH ADELAIDE, SA 5006

**Management Committee 2025-6 - Meeting #1
Monday 13 October 2025, 4.00pm
Meeting Room - Ground Floor**

1. Welcome

2. Minutes of previous meeting approved.

3. Updates from previous meeting

(1) Proposed changes to *Strangways Apartment Articles*. Waiting to hear from Whittles.

(2) Security camera and additional security

Peter advised that a camera has been purchased for the back. Carol will place stickers and additional security signs.

(3) Fire prevention

Anne to meet with the firm to discuss issues.

(4) Front door

The door is difficult to open now but may get easier over time. It will be monitored for the next month.

(5) Recycling

There are still issues with recycling by tenants. It will be monitored.

(6) Multiple occupancy

Details of new tenants have been requested.

(7) Brick fence either side of driveway

The fence has been fixed.

(8) Painting of meeting room

The room has been painted.

(9) Floor covering of meeting room - quotes

The carpet was flooded due to a plumbing leak and has now been removed together with the asbestos. The removal of the cupboard and sink and new flooring was discussed and it was agreed that the plumbing needs to be fixed first. Precise Plumbing has been asked to quote for the job. An insurance claim has been discussed with Whittles but the excess is over \$2000 and it may not cost that much to replace the sink etc.

(10) Front entrance pot plants

To be considered by the Gardening sub-committee.

4. Issues from the AGM

(1) Asbestos Register

The Register has been located.

(2) Outside blinds

A sub-committee has been formed to discuss options for the possible replacement of blinds.

(3) Roof entrance

Peter to purchase a lock for the roof entrance.

(4) Rat bait

There is concern that 3 monthly checks are not being done by Nigel because the traps were full. However, after Helen rang him he came the next day. It was agreed that the situation would be monitored.

(5) Insurance review

Jarrad from Whittles is reviewing the insurance.

5. Sub-committee updates

(1) Gardening

The sub-committee will meet soon.

(2) Social activities

A Christmas function will take place on Sunday, 14 December at 5.00pm.

6. Other business

(1) Plumbing issues

Aside from the meeting room there have been a number of issues with leaks.

(2) Set meeting times for remainder of the year.

Deferred.

7. Next meeting Monday, 10 November 2025 at 4.00pm.

STRATACORPORATION 304 INCORPORATED

Strangways Apartments
39-45 Jeffcott Street, North Adelaide, 5006

Management Committee 2024-25 Meeting #5
Wednesday, 23 July, 3.30pm
Meeting Room, Ground Floor

Attendees: Anne Taylor, Greg Taylor, Peter Chataway, Helen Jose, Carol Grech, Lesley Reardon

1. Welcome

2. Minutes of previous meeting approved.

3. Updates from previous meeting

(a) Nothing has been received from Whittles re proposed changes to the Articles.

(b) Security camera and additional security

Peter advised that there appears to be no wiring issue with the camera that is not working but he is not sure what the problem is. He suggested the purchase of a new camera for approximately \$30. It was agreed that a new camera will be purchased. Peter will look at the computer disc to find out how to add another camera.

Carol provided an update on the various sizes of signs re security monitoring. It was agreed that one small sign will be placed on the glass panel on the front door; and two bigger signs will be purchased, one of which will be placed on the pillar under the speed sign and the other at the back.

(c) Fire prevention coverage

The fire extinguishers and hydrants have been checked.

(d) Front door

Peter advised that the front door is still scraping and needs a professional to fix the hinges and screws. It was agreed that Whittles be asked to provide the name of someone to fix it.

(e) Key down lift shaft

Nothing further to be done.

(f) Recycling - "if in doubt" sign

It was agreed that there are enough signs in the bin area.

(g) Multiple occupancy

Item needs to be placed on the agenda for the AGM so that there can be a wider discussion.

4. Sub-committee updates

(a) Gardening

There needs to be further planting in some areas so a meeting of the sub-committee will be arranged soon.

(b) Social activities

Possibly something at Christmas.

5. Other business

(a) Broken light in front garden

This has now been replaced and a new globe has been fitted in the other light.

(b) Apartment 3c - Change of tenant

The tenants in apartment 3c are moving out on 1 August. The owner (Angus) will then advertise for new tenants.

(c) Brick fence either side of driveway entrance.

This needs to be discussed with Paul.

6. Any other business

(a) It was agreed that a middle of the range Dyson vacuum cleaner would be purchased for small clean-ups.

(b) It was agreed that a quote will be obtained for the painting and carpeting of the meeting room.

(c) It was agreed that the issue of the plants in the foyer would be further discussed.

STRATA CORPORATION 304 INCORPORATED

STRANGWAYS APARTMENTS

39-45 JEFFCOTT STREET, NORTH ADELAIDE, SA 5006

Management Committee 2024-2025 - Meeting #4

Thursday, 24 April 2025. 6.30pm

MINUTES OF MEETING

Attendees: Anne Taylor, Greg Taylor, Helen Jose, Peter Chataway, Carol Grech, Lesley Reardon

1. Welcome

2. Minutes of previous meeting approved.

3. Updates from previous meeting:

(a) Still waiting for comments from Whittles.

(b) Parking issues:

Notices can be placed on cars that do not comply with the parking rules.

(c) Security camera and additional security;

Anne and Greg met with Harley from Reliable Security and Fire Service SA who provided a quote of \$12,725.02. Peter will review the quote and report back. Peter will also look at the instructions for operating the existing computer program.

The second camera is not working and a new camera could be purchased from various stores at a relatively low cost. Carol will arrange for a sign that will state that the premises are under 24 hour surveillance.

(d) Fire prevention coverage: Anne and Neil will meet with the fire prevention people to find out when the checks are being done and when the smoke detectors in each apartment are checked.

4. Sub-committee updates:

(a) Gardening: As there has been no rain some of the plants are dying despite hand watering by Helen.

(b) Social activities: None at this stage.

5. Other business:

(a) Front door scrape: Peter has adjusted the mechanism but it is likely to drop again because it needs a new mechanism. It was suggested that Whittles be asked for the name of a handyman to do the job.

(b) Keys down lift shaft: One of the tenants dropped his keys down the lift shaft. Kone could possibly recover them when it does the six monthly maintenance but that would depend on whether there is an additional cost to the Corporation.

(c) Outdoor blinds: Helen advised that she is waiting for a quote on new outdoor blinds and colour schemes.

(d) Recycling: Peter advised that there are still problems with recycling as some tenants are putting plastic in the green bin. Carol to arrange a sign which will ask tenants to put waste in the red bin if in doubt.

(e) Multiple occupancy/sub-letting: There is some suspicion that there has been sub-letting in one apartment as there appears to be a significant number of people occupying it. Sub-letting is in breach of the Corporation's Articles and owners have a responsibility to advise the Corporation of the names of tenants occupying their apartments. It was agreed that possible fines be discussed with Whittles and that Whittles be asked to write to owners for the names of their tenants.

6. Next meeting Monday, 14 July 2025 at 2.00pm in the ground floor meeting room.

STRATA CORPORATION 304 INCORPORATED

STRANGWAYS APARTMENT

39-45 JEFFCOTT STREET, NORTH ADELAIDE, SA 5006

Management Committee 2023-24 - Meeting #6

Monday, 1 July 2024, 4.00pm

MINUTES OF MEETING

Attendees: Anne Taylor, Greg Taylor, Helen Jose, Peter Chataway, Angus Kelsey, Lesley Reardon

Agenda Items

Welcome.

Minutes:

Accepted.

Updates from previous meetings:

1. Security camera: Angus to print out instructions for backup procedures. New camera to be purchased. Discussion about another camera to be placed out the back. Angus to look into it.
2. Proposed amendments to Articles have been sent to Whittles. No response yet.
3. Fire equipment protection: Follow up to be done.
4. Spare room options/lockable cupboard: Deferred.

Sub-committee updates:

1. Gardening - watering system needs to be checked to ensure it is turned off.
2. Social Activities - No events at this stage.
3. Recycling - on-going issues.

Major Projects:

Painting, rust, balustrades - on track.

Other Business:

1. Car parking - residents to be reminded about car parking rules.
2. Washing on balconies - residents to be reminded that washing should not be visible from the street.
3. Gas - low to high pressure meters to be installed. Apartments to be inspected for gas connections.
4. Any other business - AGM coming up. At the last AGM it was decided to increase fees in line with CPI. Anne to check with Whittles as to whether this was to be a permanent increase or a one-off.
5. Hard rubbish collection - next one is on 17 July.

Next Meeting: Monday, 4.00pm, 2 September 2024 in meeting room on ground floor.

STRATA CORPORATION 304 INCORPORATED

STRANGWAYS APARTMENTS

39-45 JEFFCOTT STREET, NORTH ADELAIDE, SA 5006

Management Committee 2023-24 - Meeting #5

Monday, 6 May 2024, 4.00pm

MINUTES OF MEETING

Attendees: Anne Taylor, Greg Taylor, Helen Jose, Peter Chataway, Angus Kelsey, Lesley Reardon

Agenda Items

Welcome.

Minutes:

Accepted.

Updates from previous meetings:

1. Security camera: Angus to print out instructions for backup procedures. New camera to be purchased.
2. Proposed amendments to Articles (Air BnB) have been sent to Whittles. Anne to follow up.
3. The lock for the roof door is still to be arranged. Quote to be arranged for all locks in common areas to be keyed alike.
4. Fire equipment protection: Revised quote received from Squirt Fire. It was agreed that the quote be accepted.
5. Spare room options/lockable cupboard: Deferred until a decision is made on what use can be made of the spare room.
6. Parking Signs: NFA at this stage.
7. Gas Hot Water System: Replacement of hot water system deferred.
8. Wasps: Wasps eradicated.
9. Drains: On-going issue.

Sub-committee updates:

1. Gardening - updated watering system - Quote of \$650 received for 2 commercial grade battery operated irrigation controllers for the front garden and the front southern garden. Further quote suggested for two at the front and two at the back. Need to change the leaking tap at the back.
2. Social Activities - No events at this stage.

3. Recycling - Helen to talk to new tenants/owners.

Major Projects:

Painting, rust, balustrades - Painting to start soon at the back.

Other Business:

1. Car parking - still an issue of residents parking in visitor park.
2. New tenant moving into 4B on 10 May.
3. New hot water system - quote for \$6956.28 received for replacement tank. Quote accepted.
4. Gas - low to high pressure meters to be installed. Apartments to be inspected for gas connections.
5. Any other business - back gate is left open a lot. Need to arrange a locksmith to get it to close and lock.
6. Hard rubbish collection - Lesley to arrange.

Next Meeting:

Monday, 4.00pm, 1 July 2024 in meeting room on ground floor.

Strata Corporation No. 000304 Inc.
At 39-45 JEFFCOTT STREET, NORTH ADELAIDE

Page 4

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

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

Date of Meeting	Details of Resolution
03/09/07	<u>Maintenance Supervisor</u> - Confirmed.
20/10/08	<u>Maintenance Supervisor</u> - Confirmed.
28/01/09	<u>Notices of Motion</u>
	In accordance with the provisions of the Strata Titles Act, 1988 with respect to applications by Notice of Motion for approval to undertake prescribed works, the meeting agreed to approve the following, having achieved assent from at least two thirds of the total number of units:
	<ol style="list-style-type: none"> 1. Apartment 5C to replace existing air conditioner with another system to be installed in a higher position than originally installed by contractors who have a building licence to do work on buildings of more than two storeys. Vote - 15 In Favour and 0 Against. 2. Installation of three (3) CCTV (close circuit TV). Vote - 10 In Favour, 4 Against and 1 Abstained. 3. Installation of a ramp to access wheelchair access. Vote 14 In Favour and 1 Abstained.
	The Strata Manager is to organise plans etc and Council approval before obtaining quotes in regard to the ramp. These quotes are then to be sent to owners for voting on.
19/10/09	<u>Maintenance Supervisor</u> - Confirmed.
	<u>Insurance Excess</u>
	It was resolved that where repairs are carried out under insurance and the repairs benefit a particular unit the Corporation will be responsible for the payment of any excess.
25/10/10	<u>Maintenance Supervisor</u> - Confirmed.
04/12/12	<u>Maintenance Supervisor</u> - Confirmed.
26/11/13	<u>Maintenance Supervisor</u> - Confirmed.
23/04/14	<u>Air Conditioner Unit 16 (6a)</u>
	Approval granted for Unit 16 (6a) to install a replacement air conditioner.

Strata Corporation No. 000304 Inc.
At 39-45 JEFFCOTT STREET, NORTH ADELAIDE

Page 5

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

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

<u>Date of Meeting</u>	<u>Details of Resolution</u>
26/08/14	<p><u>Management Committee's Expenditure Limit</u></p> <p>The expenditure limit for the Committee to be able to rectify maintenance issues at the complex without the need to gain approval from all owners was increased to \$10,000.</p>
25/08/15	<p><u>Air Vent Installation Apt 6a</u></p> <p>Approval give via postal vote for the owners of apt 6a to install an air vent on the western roof of the complex was ratified.</p>
15/08/16	No resolutions recorded
22/08/17	<p><u>Pet Policy</u></p> <p>It was agreed that any owners requesting permission to keep a pet at the property are to submit a written request to the chair of the Management Committee.</p>
24/09/18	No resolutions recorded
07/09/20	<p><u>Transferring of Funds (Special Resolution)</u></p> <p>The Manager, after consultation with the Presiding Officer/Management Committee the Corporation has approval to transfer funds from the Administration and Sinking Funds where and when required to assist with any cash flow shortages.</p>
12/08/21	No resolutions recorded
08/08/22	<p><u>Cat Approval Apt 4B</u></p> <p>Owners present agreed this cat could be kept at the complex as long as it is not permitted to roam the common property and must be kept inside the unit as there is an owner who is allergic to cats.</p> <p>Waste needs to be disposed of in the correct manner and if the cat causes a disturbance to other residents approval may be revoked and the cat would then need to be removed from the property.</p> <p><u>Waterproof Roof Covering Apt 6A</u></p> <p>Owners present agreed that the owners of apt 6a could go ahead with this installation</p> <p>At our cost, we want to provide a sheet roofing material of iron or translucent material</p>

01/03/23 EGM

Windows Apt 3C

The owners of Apt 3c have approval to change their windows to be triple glazed windows, as per their application. This work and all maintenance/replacement of these windows will remain the responsibility and cost of the owner of the unit now and for future owners of the unit.

26/09/23

No resolutions recorded

20/08/24

Transfer of Funds - Special Resolution

The Corporation Manager has approval to transfer funds between the Administration and Sinking Funds where and when required to assist with any cash flow shortages.

Motion CARRIED.

15/09/25

Transfer of Funds (Special Resolution)

It was resolved that the Corporation Manager has approval to transfer funds between the Administration and Sinking Funds where and when required to assist with any cash flow shortages.

STRATA CORPORATION 304 INCORPORATED
At "Strangways", 39-45 Jeffcott Street, North Adelaide, 5006

Page 1

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

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

Date of Meeting	Details
03/06/88	<u>External Blinds/Awnings</u> Where installed, remain the unit proprietor's responsibility for maintenance and/or repairs.
15/07/88	<u>Garage Electronic Doors</u> Were the individual unit owner's responsibility to maintain/repair.
13/01/89	<u>Air Conditioners</u> Of a suitable size may be installed by unit owners, nothing conditions of Strata Titles Act.
03/11/89	<u>Maintenance by Workmen</u> Generally agreed that maintenance by workmen on individual units shall not be carried out on Saturdays, Sundays or public holidays, and only between the hours of 8.30 a.m. to 4.30. p.m., Monday to Friday.
14/09/90	<u>Exterior Blinds</u> May be replaced, using and all green nylon cloth, to conform with that used by Mr Griguol in Apartment 3B.
30/08/91	<u>Legal Recoveries</u> Strata Managers are authorized without need for further authority to levy costs incurred for all legal recovery costs against the unit holder in default of payment of corporation contributions and/or levies.
25/09/92	<u>Spa Baths</u> The three spa baths already installed may remain. All future applications to install a spa bath must first be approved by the Corporation at a general meeting.
24/09/95	<u>Maintenance Supervision</u> The Strata Manager advised that "Whittles" has engaged a building contracts supervisor to oversee maintenance work performed by contractors engaged by "Whittles" for its client corporations.
	In order to fund this appointment contractors entering into an agreement with "Whittles" will pay a management fee of up to 5% of the invoiced amount for any works performed.
	<u>SA Water</u> The Strata Manager advised that SA Water charges strata corporations for all water consumed on the property.
	Following discussion, the corporation resolved that SA Water be instructed to apportion water consumption for the corporation to each individual unit holder equally in respect of each unit effective from July 1996.

STRATA CORPORATION 304 INCORPORATED
At "Strangways", 39-45 Jeffcott Street, North Adelaide, 5006

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

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

Date of Meeting	Details
25/09/96	<p><u>Blinds</u> It was agreed that if blinds were to be replaced/installed then they should conform in colour and design to the other blinds installed at the complex.</p> <p><u>House Rule – "Workmen"</u> Workmen are only to be on the premises from Tuesday to Friday between 8.30 a.m. to 4.00 p.m.</p>
22/10/99	<p><u>Smoke Alarms</u> The Strata Manager reiterated that all residential units have until 1/01/2000 to install a battery operated smoke detectors. It was noted that it is up to each unit owner to install smoke detectors in accordance with the new legislation.</p>
13/10/00	<p><u>Glass</u> Attention was brought to the meeting by the Strata Manager that over the past few years there have been various successful claims against landlords for injury to persons or damage to property by glass breakage in their properties.</p> <p>Although glass may comply with past building standards, and is legally acceptable, property owners may still be at risk where a Court feels that the status of the glass represents a risk. The need for adequate Public Liability Insurance was reinforced.</p>
12/10/01	<p><u>Air Conditioner 6B</u> Approval was formally ratified for an air conditioner to be installed at Apartment 6B.</p>
15/11/02	<p><u>External Blinds</u> As well as canvas it was agreed a material called T021 Shadeview from Luxaflex, 1 Brandwood Street, Royal Park, ph 83555 2755 be the alternative. It was noted that the colours are to remain the same as previously agreed.</p>
29/09/03	No Resolutions Recorded.
3/05/04 EGM	<p><u>Resolution</u> All previous motions with respect to the Management Committee be rescinded as of 12th May 2004.</p> <p>Approval was given to the Management Committee to authorise work for domestic maintenance up to \$1,000. The Management Committee is to make recommendations that are to be endorsed by the Corporation's owners, requiring a majority decision. This process will occur through Whittles Strata & Community Corporation Management.</p>

STRATA CORPORATION 304 INCORPORATED
At "Strangways", 39-45 Jeffcott Street, North Adelaide, 5006

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

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

Date of Meeting	Details
01/08/05	<u>Prescribed Works</u> The Manager advised that should any owner wish to apply to the Corporation, other than at the annual general meeting, for an approval of any kind, which was for their exclusive benefit the prescribed meeting fee will apply to conduct an Extraordinary General Meeting. It was agreed that this fee be charged to the applicant.
08/08/06	<u>Maintenance Supervisor</u> – Confirmed.

STRATA CORPORATION 304 INCORPORATED

'STRANGWAYS APARTMENTS'

39-45 JEFFCOTT STREET, NORTH ADELAIDE. SA 5006

HOUSE RULES

December 2022

Your co-operation in adhering to Schedule 3 of the Strata Titles Act, 1988 and the following rules would be appreciated as they are made to protect all owners/occupiers and their property, and maintain the security of the complex.

ANIMALS

- As stated in your Strata By-Laws no animals are to be kept on the premises without the approval of the Management Committee.

BALCONIES

- The watering of pot plants is to be monitored, so not as to overflow to balconies below.
- All new replacement balcony blinds must conform in colour and design to the other blinds installed. Additional details are available from the Management Committee.
- No items of clothing, towels, mats, etc are to be visibly displayed on apartment balconies.

CHANGE OF OWNERSHIP/TENANCY

- Owners and/or agents are legally obliged to advise the Strata managers (Whittles) and the Management Committee (see below) the details of occupants at a change of tenancy.

CONTRACTORS' VISITS

- Owners are encouraged not to provide security fob keys to contractors, but instead liaise with the neighbours or members of the Management Committee for access so that the security at the complex is maintained.
- Contractors can only undertake work between the hours of 8.00 a.m. and 6 p.m.

GARBAGE

- It is the responsibility of each resident to take all rubbish to the bin area on the northern side of the apartment building. Please adhere to the recycle regulations listed (in detail) in the bin area.
- Food scraps must be enclosed in biodegradable plastic bags when placed in the green bins. Place only biodegradable matter in the green bin.
- Garbage should not be placed in the cleaner's rooms on each floor.

MOVING OF FURNITURE

- When furniture and bulky items are moved using the lift, please ensure that the lift curtains are installed and uninstalled. If an occupant is unsure of the process, contact a member of the management committee.
- Furniture can only be moved during the hours of 8.00 a.m. and 6.00 p.m. Please refer to the document *"Streamlining the process of new arrivals (owners or tenants), moving into the building with their furniture and possessions"* for the procedures to be followed.

NOISE

- Due to the construction of the complex any noise made travels throughout the building and therefore fellow residents would appreciate the noise levels being kept to a minimum. This will ensure the other occupants' peace and enjoyment is not disturbed.
- The noise of slamming doors reverberates around the building. Therefore, please close doors when using the stairs, rather than allowing them to slam shut.
- Please remember that musical instruments and power tools cause considerable noise and vibration and can be heard throughout the building and as such should only be used between 9am and 8pm.
- Further to this the installation of flooring materials such as parquetry, tiles etc is discouraged with the exception of kitchens and bathrooms.
- All residents must enter and leave the complex in a quiet manner so that residents are not disturbed.

PARKING

- Car owners must use their own designated car park space. Any extra vehicles (car, motor cycles etc) must be left in the street. A key for the back gate is available. For security reasons this gate should always be locked after use.
- ***Visitors' parks are for resident's short-term parking, visitors and tradespersons ONLY. If visitors are to be at the complex for what could be deemed, as being not within the bounds of "Short term", then they are requested to park in the street.***
- Adelaide City Council have special permits for parking in Strangways Terrace on 'event' days.

SAFETY

In the interest of safety:

- Vehicle speed on the premises should be limited to 10kph.
- Flammable liquids, hazardous chemicals or gases (with the exception of gas BBQ bottles) should not be stored on the property.
- Internal smoke alarms should be tested regularly.
- Do not leave stairwell doors open - this creates a safety issue in case of fire.

SECURITY

It is important that:

- Residents do not admit visitors into the building, unless they are sure that such visitors are welcome. This may involve being firm and insistent at times but it is essential. If you cannot hear the person using the intercom, ask them to step up to the speaker and to speak clearly and loudly.
- The security door must not be propped open.
- Care is taken to prevent loss or theft of security fobs.
- As stated elsewhere, lock the back gate at all times. A locked gate prevents non-residents from wandering through the property from Jeffcott Street through to Strangways Terrace and vice versa.
- Keep the outer front door closed. This prevents debris and stray animals from entering the building, and assists with cooling/ heating the building.

SERVICE FAULTS

- All service faults (not apartment-owned appliance etc) should be reported to a member of the Management Committee, who are then authorised to arrange for service providers to attend the site and inspect/repair.
- Any calls from owners and /or residents direct to a service provider regarding perceived service faults which result in no fault found, will result in that owner/resident being billed for the call out fee and inspection services.

Emergencies

- In the event of a building emergency please inform
 - Whittles – 24-hour service - 82912300
 - Kones (if the emergency involves the lift) - 83335200
 - A member of the Membership Committee.
- In addition
 - Police assistance (non-emergency) is available on 131 444
 - Police, fire and ambulance can be contacted on 000

SMOKING

- Smoke, including cigarette smoke, must not intrude into common property or the property of other unit holders.

MANAGEMENT COMMITTEE

• Anne Taylor – Presiding Officer	1B	0417 807 905	annewtaylor@hotmail.com
• Angus Kelsey – Secretary	3C	0498 679 543	angus@kelsey.id.au
• Helen Jose – Treasurer	4C	0417 810 216	gjose@bigpond.net.au
• Greg Taylor	1B	0428 027 085	gataylor32@hotmail.com
• Lesley Reardon	2C	0410 253 604	readon.lesley@bigpond.com
• Peter Chataway	5B	0431 943 645	svsouthercross@hotmail.com

NOTES AMENDED ARTICLES

ARTICLES OF STRATA PLAN NO. 304 INCORPORATED

Functions Powers and Duties of Corporation

Duties of Corporation

1. The corporation shall -
- (a) keep in a state of good and serviceable repair and always properly maintain all chattels, fixtures and fittings (including elevators, stairways and fire escapes) held by the corporation or used or intended, adapted or designed for use in connection with the common property or the enjoyment thereof by the registered proprietors or occupiers of the units or by their families or visitors;
 - (b) always maintain in good repair and proper working order and renew, where renewal thereof is reasonably necessary, the pipes, wires, cables ducts and the other apparatus and equipment, if any, of whatsoever nature installed in the building by the corporation or entrusted to its care by these articles or used or intended, adapted or designed for use in connection with or for the provision of any of the services in respect of which rights are, by virtue of section 223m1 of the Act, vested in the owner of the common property;
 - (c) at the written request of the registered proprietor or registered mortgagee of a unit, produce for inspection to that registered proprietor or mortgagee or to any person authorised in writing by him, the policy or policies of insurance effected by the corporation and the receipt or receipts for the last premium or premiums in respect thereof;

2.

- (d) where practicable establish and maintain suitable lawns and gardens on the common property;
- (e) comply with and execute and do in the manner and/or subject to the conditions provided for in the Act all acts and things not inconsistent with these articles which are required or authorised to be done by the Act by a corporation constituted by virtue of S.223mc. of the Act.

Exclude persons from common property

2. The corporation by itself its servants or agents shall be entitled to exclude, and where it might reasonably be deemed necessary or desirable, to remove or cause to be removed from the common property any person who is in breach of or who would if he were a registered proprietor be in breach of these Articles or any rules or regulations made from time to time by the corporation.

Right of entry

- 3. The corporation, its agents and servants shall be permitted by the registered proprietor or occupier of a unit, and shall have the right, at all reasonable times and on giving the registered proprietor or the occupier reasonable notice (except in cases of emergency when no such notice shall be required), to enter upon the unit for the purpose or in the course of carrying out the functions or duties of the corporation or exercising its powers which, without limiting the generality of the foregoing, shall be deemed to include power -
 - (a) to inspect the unit;
 - (b) to carry out maintenance repairs of work; and
 - (c) to enter upon and inspect any part of the unit for the purpose of ensuring that the

3.

Act and these Articles are being observed.

Care of
common
boundary
and
common
fittings and
fixtures.

4. (1) where the common boundary between any of the units or any part of a unit and the common property or any part of the common property lies within or is the whole or a part of a wall, floor or ceiling of the building or other improvements on the parcel, such wall, floor or ceiling is hereby entrusted to the care of the corporation.

(2) all fittings and fixtures that had been attached to the parcel before the incorporation of the corporation or which have since been installed in the building by the corporation, but are appurtenant to all the units or to one or more of the units and the common property are hereby entrusted to the care of the corporation.

Moneys to
be deposited
in Bank
account.
Cheques to
be signed
by two
committee
members.

5. All moneys of the corporation shall be deposited in any trading bank or savings bank account which the corporation shall have opened in the name of the corporation. All cheques drawn on any such account or all withdrawals from any such account shall be signed by any two members of the committee and all cheques or other negotiable instruments for the credit of any such account may be endorsed by any one member of the said committee unless and until the said committee or a general meeting of the corporation shall otherwise determine.

DUTIES OF
PROPRIET-
ORS AND
OCCUPANTS
OF UNITS.

6. The registered proprietor of a unit and every occupier thereof shall not do any act or thing or make any use of the common property or of his unit or unit subsidiary which interferes with or which might reasonably be deemed to interfere with, the use and enjoyment by other members of the corporation or other occupiers of units or their families or visitors of their units or unit subsidiaries or of the common property, or which may be unlawful

4.

or immoral or injurious to the reputation of the building or in a manner to constitute annoyance, nuisance, grievance, disturbance or damage to or create any noise which interferes with, or which might reasonably be deemed to interfere with, the peace and quietness of any occupant of any other unit or his visitors or family or of any person making legitimate and reasonable use of the common property and, without in any way limiting the generality of this provision, particularly shall not:

- (a) use his unit for any purpose other than as a residential dwelling;
 - (b) change the use or alter the character of his unit or any unit subsidiary that is appurtenant to his unit unless express approval for doing so has been obtained by a unanimous resolution of the corporation;
 - (c) erect or alter any structure on any unit subsidiary that is appurtenant to that unit unless express approval for doing so has been obtained by a unanimous resolution of the corporation;
 - (d) park, or leave standing, any motor or other vehicle on the common property otherwise than in accordance with the provisions of any grant to him of exclusive use and enjoyment of any garage, carport or car parking space, or where the corporation at its pleasure, from time to time, may make special provision for the purpose;
 - (e) obstruct the use of the common property by any occupant of any other unit or by any person making legitimate and reasonable use of the common property;
-

5.

- (f) permit or suffer any invitee licensee or contractor of his to park or leave standing any motor or other vehicle on the common property except in the area designated and laid out as the Visitors Car Park;
- (g) use the unit or any unit subsidiary that is appurtenant thereto, or permit the same to be used in such a manner or for such purposes as would cause a nuisance or hazard to any other registered proprietor or occupier of any unit or the families or visitors of any such member or occupier;
- (h) damage any part of the common property and, without limiting the generality of such property, particularly any lawn, garden, tree, shrub, vine, plant or flower of or on the common property or, without the approval and at the pleasure of the corporation, from time to time, pick any such flower or use as a garden for his own purposes any part of the common property;
- (i) when in or about the common property, be inadequately clothed or use language or behave in any way which causes, or may be likely to cause, offence, embarrassment or annoyance to any other person or persons;
- (j) permit or suffer any child of his, or of any invitee, licensee or contractor of his, to play in or on the entrance halls, hallways, passageways, stairways or landings of the building or, unless accompanied by and in the charge of an adult who exercises effective care and control over the child, to enter, loiter in or play in or about any laundry, car parking area or other area of possible danger

6.

- or hazard;
- (k) create any noise, maintain such a volume of television, radio, gramophone, record player or musical instrument within his unit as shall, or as might reasonably be deemed to, interfere with the peace and quietness of any occupant of any other unit;
 - (l) during the holding of any social gathering in his unit, cause any noise which interferes, or might reasonably be deemed to interfere, with the peace and quietness of any occupier of any other unit and shall ensure that guests leaving the building late at night do so quietly and that he and his family and invitees when returning to the building late at night or in the early hours of the morning do so quietly.
 - (m) except with the approval, and at the pleasure from time to time of the corporation, use any portable radio, gramophone or record player or play any musical instrument on the common property;
 - (n) deposit anything or throw any dust, cigarette-butt or other article (whether of a like or different nature) on the common property;
 - (o) throw or allow to fall or permit to be thrown or to fall any material or substance whatsoever out of or from any window door stairway passage or other part of a unit or the common property;
 - (p) place on the common property pot plants or other ornamental articles except with the approval, and at the pleasure from time to time, of the corporation;
 - (q) hang any washing, towel or clothing, bedding

7.

or any other article (whether of a like or different nature) out of or on any window or balcony or on the outside of the building or his unit or anywhere on the common property, other than on the lines provided for the purpose, and shall not hang the same on the lines provided for the purpose for any longer period than be reasonable to enable the same to dry and, in the event of any proprietor so doing, the same may be removed by the occupant of any other lot legitimately and reasonably desiring to make use of such lines;

- (r) affix any awning or blind externally to any window fronting or visible from any public street without the approval of the corporation first obtained and then except of such size, type and colour as be first approved by the corporation;
- (s) place any flower box or pot on the outside of his unit or unit subsidiary without the permission, and at the pleasure from time to time, of the corporation;
- (t) leave any bicycle, tricycle or other child's toy (whether of a like or different nature) on the common property where it may, or may be likely to, interfere with or obstruct the use of the common property by any person making legitimate and reasonable use thereof or, without the approval, and at the pleasure from time to time, of the corporation, where the corporation may deem it to interfere with the appearance of the common property;

8.

- (u) keep or feed any animal, bird or reptile in or about the common property or his unit, except with the approval, and at the pleasure from time to time, of the corporation (which the corporation may withdraw at any time by written notice given pursuant to a special resolution);
- (v) permit or suffer any person of immoral life or addicted to excessive drinking to be in or about his unit;
- (w) permit or suffer any child to cry unattended on the common property;
- (x) fail to keep clean all glass in windows and doors in his unit;
- (y) mark, paint, drive nails or screws or the like into, or, in any other way, damage or deface any outside part of the building or any part of the common property;
- (z) except with the approval, and at the pleasure from time to time, of the corporation, use any chemical, burning fluid, acetylene gas, alcohol or other highly inflammable material for lighting, heating or any other purpose, except kerosene for ordinary domestic purposes;
- (aa) move any furniture, piano or other bulky article of any kind into or out of his unit without first giving to the corporation ample notice of his intention so to do to enable the corporation, should it so desire, to arrange for someone to witness such moving;
- (bb) do anything whatsoever to the outside of the building, whether by way of an addition or alteration of a structural nature or by way of attaching anything thereto or installing anything thereon or by way of painting or

9.

otherwise, without the consent in writing of the corporation first had and obtained;

- (cc) without the approval of, and at the pleasure from time to time, of the corporation, place anywhere on the common property a seat, other than of a portable nature, which he shall, on all occasions, remove after use and shall not make use of any portable seat in a position which shall, or may be likely to interfere with the privacy of any unit;
- (dd) make undue noise in or about his unit or the common property;
- (ee) install any window air conditioners or flues or chimneys or exhaust fans (other than those which have previously been installed) or other equipment whatsoever which would protrude beyond or out of the external walls or windows or the ceiling of his unit or unit subsidiary;
- (ff) without the written consent of the corporation first had and obtained, make or permit to be made any alteration or addition to any unit or to any unit subsidiary in such a way that the same is visible externally to the unit or unit subsidiary or is likely to interfere with the use and enjoyment of any other unit or unit subsidiary or the common property or any part thereof.

Proprietor to notify corporation of address when not personally in occupation.

7. Each proprietor shall, at all times when not himself in occupation of his unit, notify in writing the secretary of the body corporate of an address for service and such address shall be the address for service on him of all notices issued on behalf of the body corporate or of the corporation and the posting of the same to him, or the leaving of the

10.

same, at such address shall, for all purposes, constitute effective service thereof on him and, subject thereto and notwithstanding any otherwise relevant statutory provision, the posting of all notices to him at his unit or the leaving of the same in the letter box for his unit or with any person in occupation of his unit or with any person collecting the rent of his unit shall, for all purposes, constitute effective service thereof on him PROVIDED HOWEVER that any notice required to be given under S.223nf (1) (5) of the Act relating to general meetings of the corporation shall be sufficiently given if sent by pre-paid letter addressed and posted to the person concerned to the last address of that person notified to the corporation or, if no such address has been so notified, to that person's last known place of abode or, if such person were a body corporate, to its registered office or principal place of business or other known address in the State.

Proprietor 8.
to notify
corporation
of
dealings
with unit

Each proprietor shall, forthwith after any sale, lease or granting of a tenancy by him of his unit or his allowing any person to occupy his unit during his absence, notify the body corporate in writing of detailed particulars of each such dealing or arrangement.

Proprietor 9.
to bear
costs of
damage to
common
property

Without in any way limiting the generality of his liability otherwise howsoever, each proprietor shall be responsible for, and bear and pay upon demand to the body corporate, the reasonable and proper cost of the body corporate making good all disrepair of or damage to the common property caused by his wilful act or carelessness or by that of any licensee, invitee or contractor of his.

Proprietor to provide copy of Articles to occupier of unit and terminate occupancy if occupier in breach thereof.

10. Should a proprietor enter into any arrangement with anyone to occupy his unit, he shall provide such person with a copy of these Articles and make the strict observance of them by such person a condition of such arrangement and, in the event of any breach of these Articles by such person and the corporation, after due warning given either to such person or to the proprietor, calling on the proprietor to terminate such person's right of occupancy, such proprietor shall do so and immediately remove such person from his unit.

Proprietor to pay rates and taxes etc. and maintain unit etc.

11. Without in any way limiting the generality of his liability otherwise howsoever the registered proprietor -

- (a) shall upon all rates, taxes, charges, outgoings and assessments in respect of his unit becoming payable, forthwith pay the same;
- (b) shall forthwith carry out all work that may be ordered by any competent public or local authority in respect of his unit other than such work as may be for the benefit of the building generally;
- (c) shall repair and maintain his unit, and keep the same in a state of good repair.

Proprietor entitled to copy of Articles.

12. The present registered proprietors shall each be entitled, free of charge, to one copy only of these Articles and shall, at their own expense, each provide all other copies at any time or times required by him, his mortgagee or purchaser for any purpose, and in the event of his selling his unit or units shall pass on such copy to the purchaser.

Air conditioning unit areas.

13. Each registered proprietor or occupier of a unit shall at all reasonable times and after having

12.

been given reasonable notice, permit any other registered proprietor or occupier of a unit or his servants or agents to enter upon his unit subsidiary described in the strata plan as the "air conditioning unit area" for the purpose of or in the course of carrying out the installation of or repairs or maintenance to any air conditioning equipment or appliance which such other proprietor or occupier shall be desirous of installing or shall have installed.

MISCELLANEOUS

Closing of 14.
Strangways
Terrace.

Each registered proprietor or occupier of a unit:-

- (a) Hereby consents to the closing of Strangways Terrace at such time as the Corporation of the City of Adelaide shall deem fit so to do and further consents to the consolidation of the land resulting from such closure as aforesaid adjacent to the parcel of land delineated in Strata Plan No. 304 with the land comprised in the Certificate of Title relating to the property known as "Carclew" provided that:-
- (i) such resulting land is developed and maintained as a garden; and
 - (ii) the registered proprietors and/or occupiers for the time being of the units shall have the right of reasonable free and direct pedestrian access to the parklands over such resulting land.
- (b) If so requested by Strata Plan No. 304 Inc., shall forthwith sign and execute and deliver to the Corporation of the City of Adelaide a Deed in favour of the said Corporation of the City of Adelaide in terms of the Deed appearing

13.

in the schedule to these articles.

(c) Hereby agrees not to transfer sell mortgage charge lease let part with the possession of or otherwise deal with his unit or any unit subsidiary without first procuring any proposed transferee mortgagee lessee tenant or occupant of the said unit or unit subsidiary to covenant with the Corporation of the City of Adelaide in like terms to those contained in the said Deed.

Keys of
Garage
Doors.

15. The owner or occupier for the time being of Units No. 16 and 4 shall deliver to any resident porter employed by the Corporation and shall permit such porter at all times to retain, a key or keys to any garage doors fitted to the carports or garages which are unit subsidiaries appurtenant to such units.

Apportionment of
charges for
hot water.

16. Each registered proprietor or occupier of a unit hereby agrees that the total charges made for gas consumed in providing hot water for the said units and for the resident porter's quarters from the tank contained in the services landing level of the units shall be apportioned between the unit holders or occupiers in proportion to the amount of hot water used in each unit, as indicated by the hot water meter situated in each of the units. Each registered proprietor or occupier of a unit shall permit the Corporation its servants and agents at all reasonable times to enter his unit for the purpose of inspecting the hot water meter in his unit and making any notes of the readings of such meter.

INTERPRETATION OF ARTICLESMarginal notes not to affect.

17. The meaning or interpretation of these articles shall not be affected by any marginal notes or heading appearing in these articles.

Responsibility for other persons.

18. Each registered proprietor and every occupier of any unit shall be responsible to see and shall take all action necessary to ensure that all members of his family and his her or their servants guests visitors lessees invitees or licensees shall at all times duly and punctually comply with and observe and perform these articles and all lawful directions of the Corporation so far as the same relate to the use conditions safety cleanliness and control of the common property and the conduct actions and behaviour of all persons in or about any unit or the common property and any failure on the part of any such persons as are first above mentioned to observe and perform these articles and any directions as aforesaid shall be deemed to be a breach thereof by the registered proprietor and/or the occupier.

Responsibility for other persons.

19. Wherever provision be made in any Article that a registered proprietor or an occupier of any unit shall not do some act or thing, such provision shall be read also to prevent his permitting or suffering such act or thing to be done by any member of his family, his tenants, invitees, licensees or contractors, or ensuring that the members of his family, his tenants, invitees, licensees or contractors do such thing, as the case may be,

"Proprietor"

20. Where two or more persons be the proprietors of any unit, the word "proprietor", wherever used in any Article, shall mean and include each, every and any one of such proprietors and words importing the masculine gender shall include the feminine or

15.

neuter gender, as the case may require.

"Occupier"

21. Where two or more persons be the occupiers of any unit, the word "Occupier" wherever used in any article, shall mean and include each, every and any one of such occupiers and words importing the masculine gender shall include the feminine gender.

Articles
to be
inter-
preted
separately

22. Unless the context expressly so requires, no Article and no separate sub-paragraph of any Article, shall be limited or restricted, in its interpretation or application, by reference to, or by inference from, any other Article, or separate sub-paragraph of any Article.

Company

Proprietor
of Unit.

23. Where a company is the proprietor of any unit, the word "proprietor", wherever used in any Article, shall mean and include the company and each every and any one of the members directors manager officers and secretary of the company and the company, and words importing the masculine gender shall include the feminine or neuter gender and as the case may require, and whenever provision be made in any article that a registered proprietor of any unit shall not do some act or thing, such provision shall be read also to prevent the company and every member director manager officer and the secretary of the company from doing such act or thing and such provision shall be read also to prevent any member director manager officer or the secretary from permitting or suffering such act or thing to be done by any member of his family, his tenants, invitees, licensees, or contractors, or ensuring that the members of his family, his tenants, invitees, licensees, or contractors do such thing, as the case may be.

16.

Voting
etc. by
companies

24. Where the proprietor of any unit is a company any of the directors or the secretary of such company may act as its representative at any meetings of the corporation or of any committee and where any director or the secretary of the company is present at any meeting, the company shall, for the purposes of determining whether a quorum is present, be deemed to be personally present at the meeting.

25. In these Articles, unless the contrary intention appears -

(a) words and expressions have the same respective meaning as they have in Part XIX B of "The Real Property Act 1886-1969"

and

(b) "the Act" means "The Real Property Act, 1886-1969" as amended from time to time and includes the regulations made under any provision thereof.

Common
Seal

26. The committee of the Corporation shall provide a Common Seal with the name of the Corporation inscribed thereon and shall provide for the safe custody thereof and it shall not be used except by the authority of the committee. Every deed or instrument to which the seal is required to be affixed shall be signed by one member of the Committee and countersigned by another member of the committee or shall be signed and countersigned by such other person or persons as the members of the committee may from time to time authorise in writing.

17.

THE SCHEDULE

THIS DEED made the _____ day of _____ 197

B E T W E E N: THE CORPORATION OF THE CITY OF ADELAIDE
of Town Hall Adelaide in the State of South Australia
(hereinafter called "the Corporation ") of the one part
and
of
(hereinafter with _____ executors administrators and assigns
called "the unit holder") of the other part W H E R E A S
Hansen & Yuncken (S.A.) Proprietary Limited of 360 West
Beach Road Netley in the State of South Australia 5037
(hereinafter called "Hansen & Yuncken") agreed to purchase
from the Corporation pursuant to the terms of an Indenture
dated the 9th day of June 1970 between Hansen & Yuncken
and the Corporation that piece of land situated in the
City of Adelaide being portion of the Town Acre numbered
750 and being portion of the land comprised in Certificate
of Title Register Book Volume 299 Folio 127 and Volume
1344 Folio 119 marked "A" in the plan annexed to the said
Indenture AND WHEREAS Hansen & Yuncken was at the date
of the said Indenture registered as the proprietor of an
estate in fee simple in the whole of the land comprised
in Certificate of Title Register Book Volume 566 Folio
128 (which land together with that piece of land
marked "A" in the plan annexed to the said Indenture
is hereinafter called "the said land") AND WHEREAS Hansen
& Yuncken has erected on the said land a seven storey
building comprising seventeen apartments known as
"Strangways" AND WHEREAS Certificates of Title in Strata
form have been issued in respect of the said apartments
and the corporation constituted by virtue of S.223 no of
the Real Property Act 1886-1969 is known as "Strata
Plan No. 304 Incorporated" AND WHEREAS the unit holder
is the registered proprietor of and/or one of the occupiers
of one of the said apartments AND WHEREAS it was provided

18.

in the said Indenture that Hansen & Yuncken would not transfer sell mortgage charge lease let part with the possession of or otherwise deal with the said land or any part thereof without first procuring at its cost and expense any proposed transferee mortgagee lessee or occupant of the said land or any part thereof to enter into a deed in the terms of this present deed AND WHEREAS the articles of Strata Plan No. 304 Inc. provide that if so requested by the said Strata Corporation, the unit holder shall forthwith sign and execute and deliver to the Corporation a deed in terms of this present deed NOW THIS DEED WITNESSETH as follows:-

1. The unit holder HEREBY CONSENTS to the closing of Strangways Terrace at such time as the Corporation shall deem fit so to do and further consents to the consolidation of the land resulting from such closure as aforesaid adjacent to the parcel of land delineated in Strata Plan No. 304 with the land comprised in the Certificate of Title relating to the property known as "Carclew"
PROVIDED THAT:-
 - (i) Such resulting land is developed and maintained as a garden; and
 - (ii) The registered proprietors and/or occupiers for the time being of the said units shall have the right of reasonable free and direct pedestrian access to the parklands over such resulting land.
2. The unit holder will not transfer sell mortgage charge lease let part with the possession of or otherwise deal with his unit or any unit subsidiary without first procuring any proposed transferee mortgagee lessee tenant or occupant of the said unit or unit subsidiary to covenant with the Corporation in like terms to those contained in this Deed including

19.

this present covenant. Any such deed as aforesaid shall be prepared by the Corporation's solicitors and the unit holder shall bear and pay all costs in connection with the preparation and stamping of any such Deed.

IN WITNESS whereof the parties hereto have executed these presents the day and year first hereinbefore written.

THE COMMON SEAL of THE CORPORATION OF THE CITY OF ADELAIDE was affixed hereto the 197 day of .

.....LORD MAYOR

COUNTERSIGNED:

.....TOWN CLERK

SIGNED SEALED AND DELIVERED by the said

}
.....

in the presence of:

}

.....

Sinking Fund Forecast Report

39-45 Jeffcott Street
39-45 Jeffcott Street, North Adelaide, SA
5005
Scheme Number: 304



COMPILED BY SIMON VINCENT

**On 19 May 2020 for the
15 Years Commencing: 1 July 2020
QIA Job Reference Number: 150795**

Professional Indemnity Insurance Policy Number 95 0968886 PLP
© QIA Group Pty Ltd

PO Box 1280,
Beenleigh QLD 4207

P 1300 309 201
T 1300 369 190
E info@qjagroup.com.au
W www.qjagroup.com.au

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39-45 Jeffcott Street

19 May 2020

INTRODUCTION

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

LOCATION

39-45 Jeffcott Street, North Adelaide, SA 5005

REPORT SUMMARY

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

We recommend that the Sinking Fund Report be regularly updated to ensure that an accurate assessment of how the scheme land, building and facilities are aging and to incorporate into the Report any major changes brought about by legislation, or pricing.

The Sinking Fund Levy per lot entitlement already set is:	\$500.00
Number of Lot Entitlements:	36
Opening Balance:	\$61,240.00
The proposed Sinking Fund Levy per lot entitlement is:	\$551.58

METHODOLOGY

The nominal forecast period of this report is 15 years and the costs anticipated during each of the years are detailed line by line on a yearly basis. The nominal time frame of the Report is to a large extent driven by the fact that many elements in a building's structure have a life beyond 15 years. Therefore an amount has been taken up for each item that would require replacement or substantial repair outside of the 15 year forecast period to account for these anticipated expenses. The basis for the accrual of these funds is that Owners use or consume the common property during their period of ownership and so are responsible for funding their eventual replacement. The manner in which the land, buildings and facilities actually age cannot be accurately determined without regular inspections which take into account the size, location and use of the scheme.

The report will generally categorise costs as follows:

1. Costs that occur in a predictable timeframe, in one tranche or as one project and within the 15 years forecast – a typical example of this kind of cost may be external painting or external door replacement. These items are generally described as straight costs e.g. repaint building or replace door.
2. Costs that occur in a predictable timeframe, in several tranches within the 15 years forecast – a typical example of this kind of cost may be boundary fence replacement, light fitting replacements or tree removal/lopping. These costs are generally described as an ongoing or partial replacement or provision cost.
3. Costs that occur in a predictable timeframe in one tranche or multiple tranches but will be outside the 15 years forecast – a typical example of this would be driveway resurfacing, gutter or downpipe replacements. These costs will only appear as annual accruals in the **Itemised Accruals by Year** section of the report.
4. Costs that are not predictable and may occur in one tranche or multiple tranches – a typical example of this cost is a burst water pipe. These costs are generally shown in the report as a repairs and replacement cost or an allowance.

The levy income has been determined by forecasting the expenditure requirement to replace or renew assets or finishes that have an effective life and making an allowance for items that do not have a finite lifespan. The levy income is initially increased each year by a variable inflationary factor to smooth the effects of major cost fluctuations given the initial fund balance and income.

No allowance has been made for interest receivable on the Sinking Fund Account, possible bank charges or tax obligations arising from bank interest.

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 3.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

39-45 Jeffcott Street

19 May 2020

The effective life for each item identified is based on its material effective life, therefore no consideration has been made for the economic life of plant, equipment, finishes or upgrades.

We have included a line item called Capital Replacement – General which is a yearly provision for unforeseen and/or unknown capital costs and expenses. This provision will allow Owners to expend funds on items which are not specifically allowed for, without the need to call an Extraordinary General Meeting to raise a special levy to pay for those otherwise unspecified items.

If the amounts provided for are not expended in any one year they will be accumulated to meet expenditures in future years although it has been our experience that some form of capital expenditure occurs every year and not all of it is accounted for via the specific line items in our report.

No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

This report assumes that all plant and equipment will be maintained under comprehensive maintenance agreements. Expenditure incurred for maintenance agreements is taken to be covered within the Administrative Fund Budget.

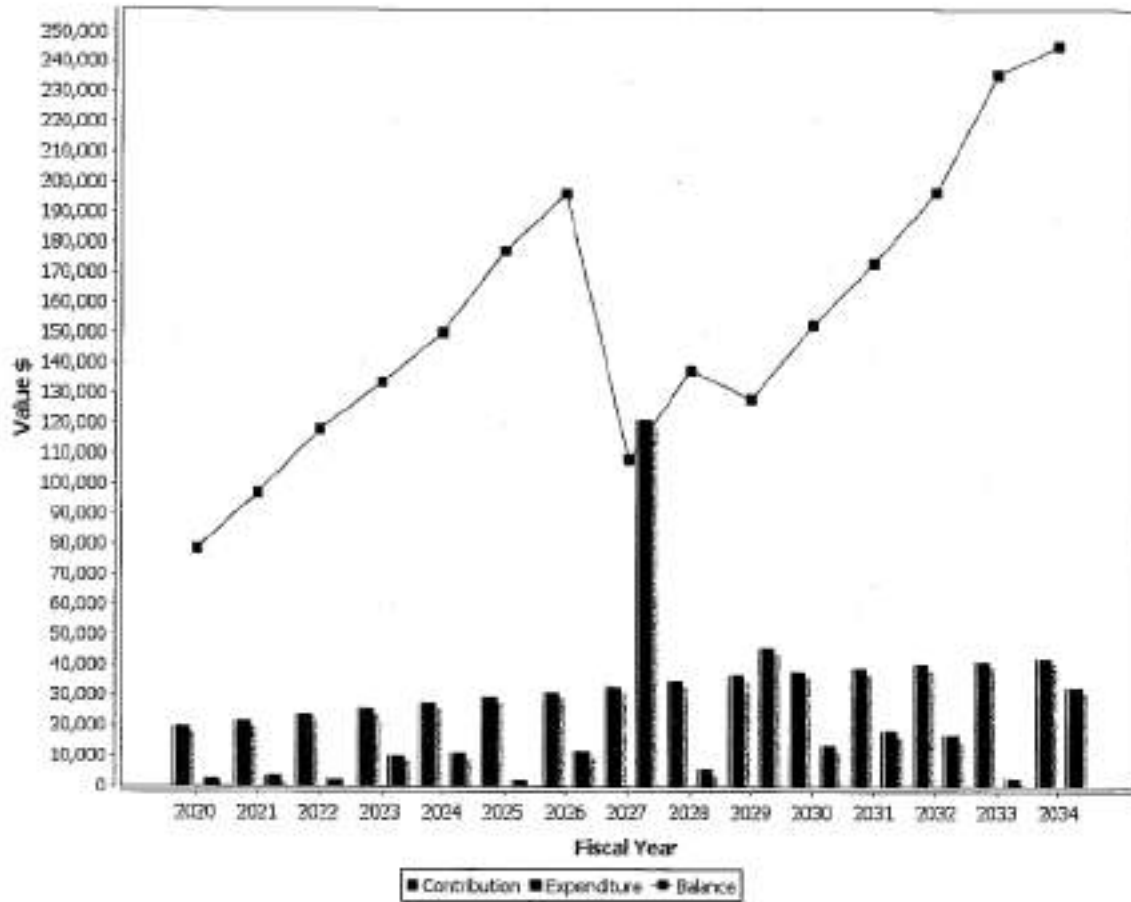
39-45 Jeffcott Street

19 May 2020

SINKING FUND FINANCIAL SUMMARY

Report Year	Fiscal From	Opening Balance		Income		Expenses		Closing Balance (End of Year)
		Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (inc GST)	Closing Balance		
1	01/07/2020	\$61,240	\$19,857	\$551.58	\$2,470	\$78,627		
2	01/07/2021	\$78,627	\$21,714	\$603.17	\$3,501	\$96,840		
3	01/07/2022	\$96,840	\$23,571	\$654.75	\$2,272	\$118,139		
4	01/07/2023	\$118,139	\$25,428	\$706.33	\$10,181	\$133,386		
5	01/07/2024	\$133,386	\$27,285	\$757.92	\$10,890	\$149,781		
6	01/07/2025	\$149,781	\$29,142	\$809.50	\$1,970	\$176,953		
7	01/07/2026	\$176,953	\$30,999	\$861.08	\$11,653	\$196,299		
8	01/07/2027	\$196,299	\$32,856	\$912.67	\$121,077	\$108,078		
9	01/07/2028	\$108,078	\$34,713	\$964.25	\$5,554	\$137,237		
10	01/07/2029	\$137,237	\$36,570	\$1,015.83	\$45,759	\$128,048		
11	01/07/2030	\$128,048	\$37,667	\$1,046.31	\$13,430	\$152,285		
12	01/07/2031	\$152,285	\$38,797	\$1,077.70	\$17,899	\$173,184		
13	01/07/2032	\$173,184	\$39,961	\$1,110.03	\$16,445	\$196,700		
14	01/07/2033	\$196,700	\$41,160	\$1,143.33	\$2,496	\$235,364		
15	01/07/2034	\$235,364	\$42,385	\$1,177.63	\$32,634	\$245,125		

SINKING FUND FORECAST MOVEMENT



39-45 Jeffcott Street

19 May 2020

SUMMARY OF ANNUAL FORECAST EXPENDITURE

July 2020	Expense Inc GST
------------------	----------------------------

SUPERSTRUCTURE

- Provision to replace balustrade/fixings	\$442
- Capital Replacement - General	\$1,700

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$329
--	-------

<u>Total Forecast Expenditure for year - July 2020 (Inc GST):</u>	<u>\$2,470</u>
---	----------------

Includes GST amount of :	\$225
--------------------------	-------

July 2021	Expense Inc GST
------------------	----------------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$1,750
---------------------------------	---------

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$1,750
--	---------

<u>Total Forecast Expenditure for year - July 2021 (Inc GST):</u>	<u>\$3,501</u>
---	----------------

Includes GST amount of :	\$318
--------------------------	-------

July 2022	Expense Inc GST
------------------	----------------------------

SUPERSTRUCTURE

- Provision to replace balustrade/fixings	\$469
- Capital Replacement - General	\$1,803

<u>Total Forecast Expenditure for year - July 2022 (Inc GST):</u>	<u>\$2,272</u>
---	----------------

Includes GST amount of :	\$207
--------------------------	-------

July 2023	Expense Inc GST
------------------	----------------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$1,857
---------------------------------	---------

39-45 Jeffcott Street

19 May 2020

FENCING

- Provision to replace brush fencing in 10 years 33% of total	\$6,108
---	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$359
--	-------

ROOF

- Maintain metal roof fixings/flashings	\$1,857
---	---------

<u>Total Forecast Expenditure for year - July 2023 (Inc GST):</u>	<u>\$10,181</u>
---	-----------------

Includes GST amount of :	\$926
--------------------------	-------

July 2024Expense
Inc GST**SUPERSTRUCTURE**

- Provision to replace balustrade/fixings	\$497
---	-------

- Capital Replacement - General	\$1,913
---------------------------------	---------

DRIVEWAY

- Maintain driveway 3% of total	\$6,695
---------------------------------	---------

FURNITURE & FITTINGS

- Provision to replace door closers	\$1,785
-------------------------------------	---------

<u>Total Forecast Expenditure for year - July 2024 (Inc GST):</u>	<u>\$10,890</u>
---	-----------------

Includes GST amount of :	\$990
--------------------------	-------

July 2025Expense
Inc GST**SUPERSTRUCTURE**

- Capital Replacement - General	\$1,970
---------------------------------	---------

<u>Total Forecast Expenditure for year - July 2025 (Inc GST):</u>	<u>\$1,970</u>
---	----------------

Includes GST amount of :	\$179
--------------------------	-------

39-45 Jeffcott Street

19 May 2020

July 2026Expense
Inc GST**SUPERSTRUCTURE**

- Provision to replace balustrade/fixings	\$528
- Capital Replacement - General	\$2,029

FENCING

- Provision to replace brush fencing in 10 years 33% of total	\$6,674
---	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$392
--	-------

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$2,029
--	---------

Total Forecast Expenditure for year - July 2026 (Inc GST): **\$11,653**

Includes GST amount of : **\$1,059**

July 2027Expense
Inc GST**SUPERSTRUCTURE**

- Repaint building	\$33,234
- Repaint balcony ceilings	\$11,287
- Repaint fascia	\$2,926
- Repaint soffits	\$3,902
- Scaffold/access equip allowance	\$18,394
- Repaint door face	\$1,672
- Repaint handrails	\$2,787
- Capital Replacement - General	\$2,090

ENTRY FOYER

- Repaint walls	\$3,344
- Repaint ceiling	\$1,672
- Repaint door face	\$251

39-45 Jeffcott Street

19 May 2020

LOBBIES

- Repaint walls	\$11,705
- Repaint ceiling	\$4,180
- Replace carpet/floor covering in 8 years	\$13,377
- Repaint door face	\$2,369

ROOF

- Maintain metal roof fixings/flashings	\$2,090
---	---------

STAIRWELL

- Repaint handrails	\$2,230
- Repaint door face	\$3,567

Total Forecast Expenditure for year - July 2027 (Inc GST): \$121,077

Includes GST amount of : \$11,007

July 2028

Expense
Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade/fixings	\$560
- Capital Replacement - General	\$2,153

PLANT & EQUIPMENT

- Provision to replace hot water system tanks 33% of total	\$2,842
--	---------

Total Forecast Expenditure for year - July 2028 (Inc GST): \$5,554

Includes GST amount of : \$505

July 2029

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$2,217
---------------------------------	---------

DRIVEWAY

- Maintain driveway 3% of total	\$7,761
---------------------------------	---------

39-45 Jeffcott Street

19 May 2020

FENCING

- Provision to replace brush fencing in 10 years 33% of total	\$7,293
---	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$429
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FIRE PROTECTION SYSTEMS

- Provision to upgrade Fire Panel & associated detection equipment	\$25,131
--	----------

PLANT & EQUIPMENT

- Provision to replace hot water system tanks 33% of total	\$2,927
--	---------

<u>Total Forecast Expenditure for year - July 2029 (Inc GST):</u>	<u>\$45,759</u>
---	-----------------

Includes GST amount of :	\$4,160
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July 2030Expense
Inc GST**SUPERSTRUCTURE**

- Provision to replace balustrade/fixings	\$594
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- Capital Replacement - General	\$2,284
---------------------------------	---------

DRIVEWAY

- Provision to replace individual garage doors in 15 years 50% of total	\$7,537
--	---------

PLANT & EQUIPMENT

- Provision to replace hot water system tanks 33% of total	\$3,015
--	---------

<u>Total Forecast Expenditure for year - July 2030 (Inc GST):</u>	<u>\$13,430</u>
---	-----------------

Includes GST amount of :	\$1,221
--------------------------	---------

July 2031Expense
Inc GST**SUPERSTRUCTURE**

- Capital Replacement - General	\$2,353
---------------------------------	---------

FIRE PROTECTION SYSTEMS

- Provision to replace fire hose reels	\$7,842
--	---------

39-45 Jeffcott Street	19 May 2020
- Provision to replace portable fire extinguishers	\$2,353
ROOF	
- Maintain metal roof fixings/flashings	\$2,353
- Provision to replace down pipes in 21 years 25% of total	\$2,999
<u>Total Forecast Expenditure for year - July 2031 (Inc GST):</u>	<u>\$17,899</u>
Includes GST amount of :	\$1,627
July 2032	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade/fixings	\$630
- Capital Replacement - General	\$2,423
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	\$468
- Provision to upgrade intercom systems & associated equipment	\$12,923
<u>Total Forecast Expenditure for year - July 2032 (Inc GST):</u>	<u>\$16,445</u>
Includes GST amount of :	\$1,495
July 2033	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$2,496
<u>Total Forecast Expenditure for year - July 2033 (Inc GST):</u>	<u>\$2,496</u>
Includes GST amount of :	\$227
July 2034	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade/fixings	\$668
- Capital Replacement - General	\$2,571

39-45 Jeffcott Street

19 May 2020

DRIVEWAY

- Maintain driveway 3% of total	\$8,997
- Provision to replace individual garage doors in 15 years 50% of total	\$8,483

FURNITURE & FITTINGS

- Provision to replace door closers	\$2,399
-------------------------------------	---------

ROOF

- Provision to replace guttering in 21 years 50% of total	\$6,238
- Provision to replace down pipes in 21 years 25% of total	\$3,278

<u>Total Forecast Expenditure for year - July 2034 (Inc GST):</u>	<u>\$32,634</u>
---	-----------------

Includes GST amount of :	\$2,967
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39-45 Jeffcott Street

19 May 2020

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
- Provision to replace door downs	\$1,400	2028	10					1,785										2,789
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade fire panel & associated detection equipment	\$17,000	2028	17										20,121					
- Provision to replace fire hose reels	\$5,000	2031	15												7842			
- Provision to replace portable fire extinguishers	\$1,500	2021	5		1,750								2029					2,158
LOBBIES																		
- Repair walls	\$8,400	2027	10										13,705					
- Repair ceiling	\$3,000	2027	10										4,180					
- Replace carpet/floor covering in 8 years	\$9,600	2027	12										13,177					
- Repair door face	\$1,000	2027	10										2,989					
ROOF																		
- Provision to replace guttering in 21 years 50% of total	\$3,640	2028	6															6,238
- Maintain metal roof fittings/flashings	\$1,560	2023	4				3857				2090							2,553
- Provision to replace down pipes in 21 years 25% of total	\$1,912	2021	5															2,999
STAIRWELL																		
- Repair handrails	\$1,800	2027	10										2,220					
- Repair door face	\$2,560	2027	10										3,567					
PLANT & EQUIPMENT																		
- Provision to replace hot water system tanks 33% of total	\$1,800	2028	11															3,025
Total				2470	3501	2272	10181	10899	1570	14653	121077	5514	45159	13430	37899	18445	2495	12094
includes GST amount of				275	318	207	926	946	179	1059	11807	595	4160	1221	1617	1495	227	2967

39-45 Jeffcott Street

19 May 2020

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
SUPERSTRUCTURE																		
- Repair building	\$23,850	2027	10	1717	7567	11552	15636	19842	24175	28637	33234	3896	7509	12042	16299	20684	25203	29851
- Repair balcony ceilings	\$8,100	2027	10	1269	2577	3923	5310	6730	8170	9716	11267	1293	2686	4099	5535	7015	8538	10138
- Repair fascia	\$1,100	2027	10	129	668	1017	1377	1747	2128	2521	2926	343	696	1060	1435	1821	2219	2628
- Repair soffits	\$2,800	2027	10	439	891	1356	1838	2330	2830	3362	3962	457	928	1414	1913	2418	2938	3504
- Scaffold/access equip allowance	\$11,200	2027	10	2069	4159	6394	8654	10982	13380	15850	18494	2156	4377	6665	9023	11408	13948	16522
- Repair door face	\$1,200	2027	10	188	382	581	787	998	1216	1441	1672	196	398	606	820	1041	1268	1502
- Provision to replace balustrades/railings	\$390	2020	2	442	231	469	245	497	260	528	276	560	293	584	310	636	329	668
- Repair handrails	\$1,000	2027	10	313	636	969	1311	1664	2027	2402	2787	327	653	1010	1367	1736	2113	2503
- Capital Replacement - General	\$1,500	2020	0	1708	1750	1803	1857	1913	1970	2028	2090	2153	2217	2284	2353	2425	2490	2571
DRIVEWAY																		
- Maintain driveway 5% of total	\$5,150	2024	5	1261	2560	3868	5276	6695	8162	9687	11269	12916	14627	16402	18241	20144	22111	24142
- Provision to replace individual garage doors in 15 years 50% of total	\$4,950	2030	4	588	1135	1819	2460	3124	3806	4509	5233	5978	6746	7537	8340	9166	10014	10885
ENTRY FOYER																		
- Repair walls	\$2,400	2027	10	276	763	1192	1573	1997	2431	2882	3344	392	796	1212	1640	2083	2536	3004
- Repair ceiling	\$1,200	2027	10	188	382	581	787	998	1216	1441	1672	196	398	606	820	1041	1268	1502
- Repair door face	\$100	2027	10	28	57	87	118	150	183	216	251	29	60	91	123	156	190	225
FENCING																		
- Provision to replace brush fencing in 10 years 33% of total	\$4,950	2023	3	1460	2364	4513	6108	8159	10683	13704	17262	21357	26088	31455	37468	44127	51442	59414
FURNITURE & FITTINGS																		
- Replace retail boxes in 25 years	\$2,700	2004	25	171	246	327	414	508	608	714	827	946	1070	1200	1337	1480	1629	1784
- Ongoing partial replacement of exterior lighting	\$200	2000	3	320	116	226	359	517	700	908	1137	138	295	470	663	874	1094	1322

39-45 Jeffcott Street

19 May 2020

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
- Provision to upgrade alarm systems & associated equipment	\$8,000	2012	15	827	1690	2558	3463	4393	5352	6360	7398	8406	9486	10598	11743	12923	1382	2307
- Provision to replace door closers	\$1,400	2024	10	136	683	1039	1407	1785	209	425	647	875	1111	1364	1603	1861	2126	2399
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment	\$17,000	2029	27	2192	4450	6776	9171	11619	14180	16798	19494	22271	25131	2808	3075	5900	7985	10734
- Provision to replace fire hose reels	\$5,000	2031	15	553	1122	1708	2312	2934	3574	4234	4914	5614	6335	7077	7842	857	1333	2030
- Provision to replace portable fire extinguishers	\$1,500	2023	5	462	1790	362	776	1181	1599	2029	441	900	1370	1854	2353	514	1043	1588
LOBBIES																		
- Repair wall	\$8,400	2027	10	1316	2672	4069	5507	6980	8514	10086	11705	13372	2785	4241	5743	7285	8876	10514
- Repair ceiling	\$3,000	2027	10	470	954	1453	1967	2496	3041	3602	4180	480	995	1514	2050	2601	3169	3754
- Replace carpet/floor covering in 8 years	\$8,600	2027	12	1504	3054	4650	6294	7987	9731	11527	13377	1544	2728	4154	5612	7115	8693	10297
- Repair door face	\$1,700	2027	10	286	541	815	1115	1414	1723	2041	2369	278	564	858	1162	1414	1796	2128
ROOF																		
- Provision to replace guttering in 21 years 50% of total	\$3,648	2024	6	305	681	1037	1403	1791	2166	2570	2982	3407	3845	4296	4760	5238	5731	6238
- Maintain metal roof flashing/flashing	\$1,500	2023	4	444	901	1372	1857	2350	2851	3344	3890	562	1142	1738	2358	631	1385	1556
- Provision to replace down pipes in 21 years 25% of total	\$5,912	2031	3	211	429	653	884	1122	1367	1619	1879	2147	2422	2706	2999	3051	2153	3278
STAIRWELL																		
- Repair handrails	\$1,600	2027	10	251	509	775	1049	1331	1622	1922	2230	263	531	808	1093	1388	3690	2023
- Repair door face	\$2,560	2027	10	401	814	1240	1678	2130	2595	3074	3567	418	849	1292	1740	2220	2704	3204
PLANT & EQUIPMENT																		
- Replace lift in 20 years	\$100,000	2048	20	5613	11303	17346	23473	29795	36301	42903	49505	57014	64316	71819	79647	87949	95809	104578
- Provision to replace hot water system tanks 33% of total	\$1,980	2028	11	280	548	866	1170	1485	1810	2144	2488	2842	2927	3015	347	786	1197	1620
TOTAL ACCRUALS				25278	56005	85361	107780	138938	169877	188159	204155	233573	226408	149304	180930	187879	223777	230693

* Bold blue items listed above are expense items that occur in that year.

REPORT INFORMATION

The values included in the report are for budgeting purposes and have been obtained from a number of sources including building cost information guides, painting contractors, plant and equipment suppliers, manufacturers and installers and working knowledge of each buildings configuration at the time of inspection.

Every endeavour has been undertaken to accurately compile a budget for the repair, replacement or overhaul of the items identified in this report. However as there is no definitive scope of works for the repair, replacement or overhaul of the items contained in this report it is expected that if said items were put to tender, the quotations received would vary significantly dependent upon the timing and scope of works to that will be undertaken. For this reason it is recommended that several quotations are sourced as far in advance of any anticipated work as possible.

The estimated life of each item is determined at the time of the site inspection from a visual inspection, the age of the building (where this information is provided) and any other relevant information provided by the Owners at the time of inspection. The life cycles of each of the items will vary depending upon where the building is located, for example buildings near a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, if required. The inspection of the common property of the scheme is a cursory visual inspection only limited to those areas of the common property that are fully accessible and visible to the inspector from floor or ground level at the time of inspection. The primary purpose of the inspection is to determine the materials used in the construction of the building that need to be maintained, estimate the quantities of same, identify the plant and equipment in the common areas of the building and make a recommendation as to the timing of the repairs and replacements identified for restorative purposes only. The inspection did not include breaking apart, dismantling, removing or moving any element of the building and items located on the common property.

The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report does not consider or make recommendations as to the condition of gas fittings and supply systems; heritage listing conditions or requirements; fire protection fittings and systems; HVAC fittings and systems site drainage; electrical or data systems or wiring, building plumbing systems including sewerage, potable and stormwater pipe work and fittings; security concerns; detection and identification of illegal building work; and the durability of exposed finishes.

The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety report and no assessment was made as to the compliance or otherwise of any pool barrier or common property windows.

AREAS NOT INSPECTED

- Part or parts of the common property building interior that were not readily accessible
- Part or parts of the building exterior were not readily accessible
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because of exceeding height, vegetation or neighbouring buildings.
- Part or parts of the retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection because of an alignment, vegetation.

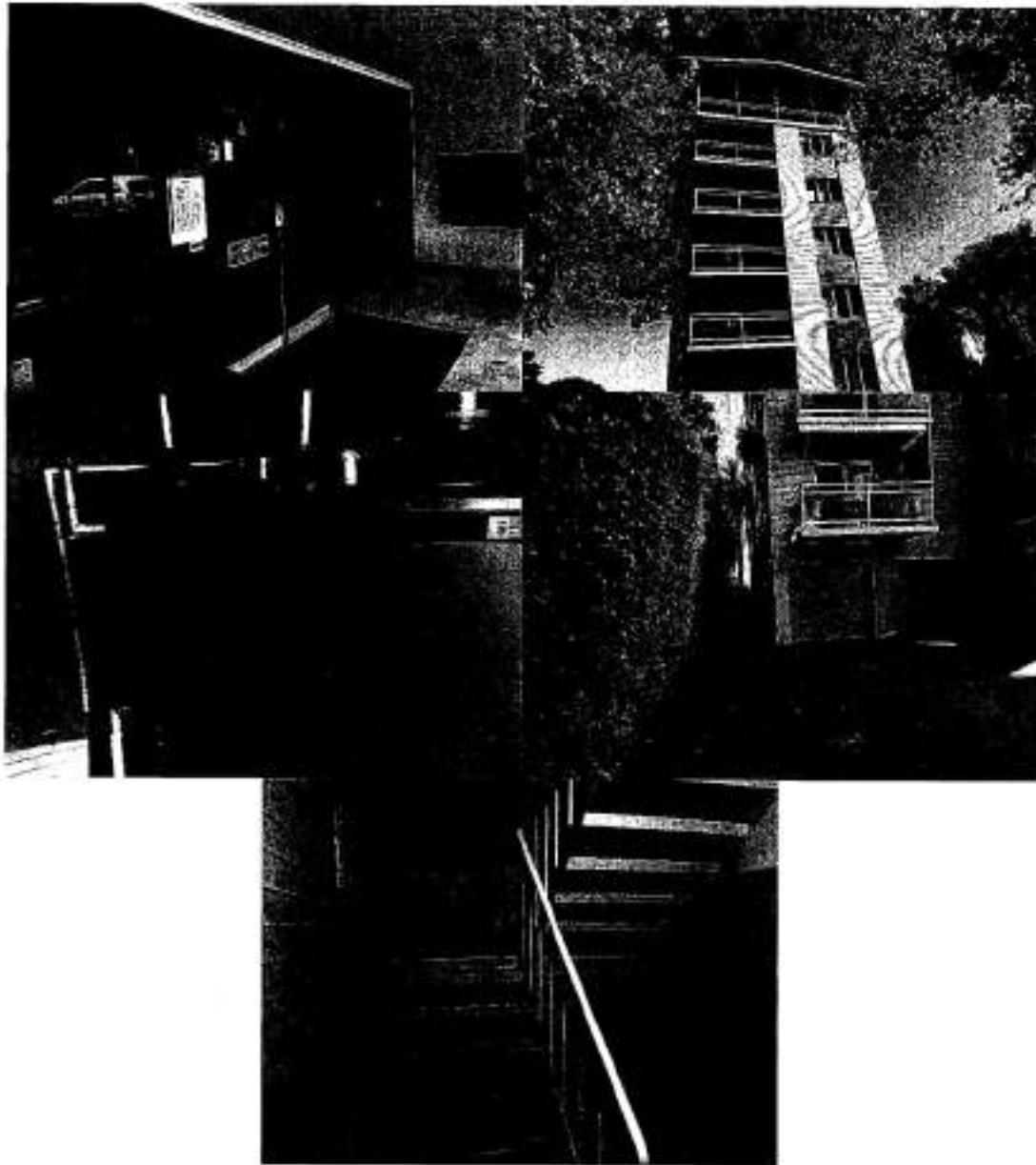
39-45 Jeffcott Street

19 May 2020



39-45 Jeffcott Street

19 May 2020





Certificate of Insurance

ABN 29 008 096 277

Jarrad Laws
 Strata Corporation 304 Inc
 Whittles Strata Management
 Po Box 309
 KENT TOWN SA 5071

Date: 26.11.2025
Invoice No: I4900152

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

Class Residential Strata/Community Corporation

Insurer Strata Community Insurance Agencies Pty Ltd
 12 Tucker Street
 ADELAIDE SA 5000

Period 31.10.2025 to 31.10.2026

Policy No. SRSC20005224

Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

Disclaimer

In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration to, or cancellation of the policy of insurance.

MGA Insurance Brokers Pty Ltd

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

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

COVERAGE SUMMARY

Strata Corporation 304 Inc
 Residential Strata/Community Corporation

RESIDENTIAL STRATA/COMMUNITY CORPORATION**INSURED:**

The Owners of Strata Corporation 304

SITUATION:

39 - 45 Jeffcott Street, NORTH ADELAIDE SA 5006

INTEREST INSURED:

Building Sum Insured	\$	23,990,000
Common Contents Sum Insured	\$	239,900
Loss of Rent/Temporary Accommodation	\$	3,598,500
Catastrophe/Emergency Cover		Not Insured
Flood		Insured
Storm Surge		Not Insured
Glass		Insured
Theft		Insured
Public Liability	\$	30,000,000
Voluntary Workers		Insured
Weekly Benefit	\$	2,000
Capital Benefit	\$	200,000
Fidelity	\$	100,000
Office Bearers Liability	\$	500,000
Machinery Breakdown		Not Insured
Government Audit Costs	\$	25,000
Appeal expenses - common property health and safety breaches	\$	100,000
Legal Defence Expenses	\$	50,000
Lot owners fixtures and fixings	\$	300,000
Floating floors		Insured
Loss of Market Value		Not Insured
Workers Compensation (ACT, WA & TAS ONLY)		Not Insured
EXCESS:		
Standard Excess	\$	1,000

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DULWICH
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PO Box 309
KENT TOWN S.A. 5071

COVERAGE SUMMARY

Strata Corporation 304 Inc
Residential Strata/Community Corporation

Burst Pipes and/or Resultant Water Damage from		
Burst Pipe, Overflow or Rainwater	\$	2,500
Flood Excess	\$	1,000
Storm Surge Excess		Not Applicable
Public Liability Excess		Nil
Voluntary Workers Excess		Nil
Fidelity Excess		Nil
Office Bearers Liability Excess		Nil
Machinery Breakdown Excess		Not Applicable
Government Audit Excess		Nil
Appeal Expenses Excess		Nil
Legal Defence Expenses Excess		\$1,000 + 10% contribution
Other excesses payable are shown in the Policy Wording		

ADDITIONAL POLICY BENEFITS AND CONDITIONS:

MAJOR EXCLUSIONS :Terrorism
Others As Per Policy

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

UNDERWRITING INFORMATION:

Year Built	1971
Primary Wall Construction	Brick
Secondary Wall Construction	Brick
Roof Construction	Tin / Iron
Floor Construction	Concrete
Aluminium Composite Panels	No
Heritage Listed	No
Fire Protection	
Sprinkler systems in the complex basement/carpark?	No
Sprinkler systems in the complex units?	No
Fire hose reels located throughout the complex?	Yes
Number of Units	17
Number of Levels	7
Number of Basements	0
Number of Lifts	1
Number of Pools/Spas	0
Number of Gyms	0
Number of Playgrounds	0
Number of Water Features	0
Number of Jetties/Wharfs	0
Number of Separate Buildings	1
% of EPS	0 %
% Commercial Tenants	0 %
Additional Construction Comments:	
Walls: Clay brick Roof: Metal decking Floor: Reinforced concrete A	

MGA Insurance Brokers Pty Ltd

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COVERAGE SUMMARY

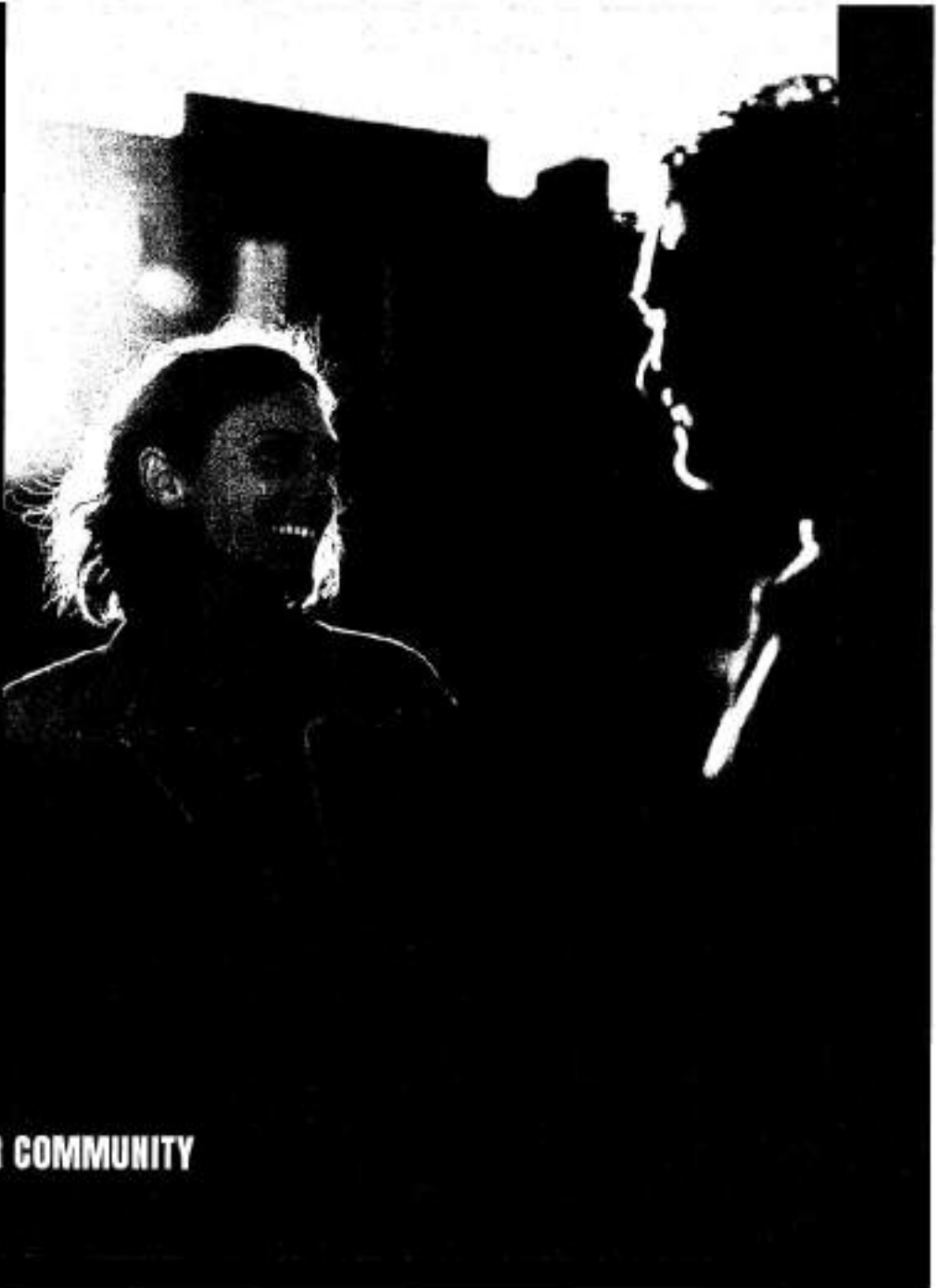
Strata Corporation 304 Inc
Residential Strata/Community Corporation

seven-storey building known as Strangways Apartments comprising
seventeen (17) attached apartment style home units



**STRATA
COMMUNITY
INSURANCE**

STRATA INSURANCE PDS & POLICY WORDING



CONFIDENCE FOR YOUR COMMUNITY

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PRODUCT DISCLOSURE STATEMENT

CONFIDENCE FOR YOUR COMMUNITY

PRODUCT DISCLOSURE STATEMENT

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

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

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

Insurer

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

The preparation date of the PDS is 1 April 2026.

Authority to act for Us

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

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

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

About Strata Community Insurance Agencies Pty Ltd

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

General information

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

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

Claims made notice

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

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

WHAT YOU SHOULD READ

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

You should also carefully read:

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

Summary of cover, significant benefits and risks

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

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

What You are covered for / not covered for

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

Section 1 – Insured Property

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

Under Part A:

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

Under Part B:

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

Under Part C:

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

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

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

Section 2 – Liability to others

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

Section 3 – Voluntary Workers

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

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

► Some Events We do not cover include:

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

Section 4 – Workers compensation

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

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

Section 5 – Fidelity guarantee

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

Section 6 – Office Bearer's liability

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

Section 7 – Machinery breakdown

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

Section 8 – Catastrophe insurance

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

Other benefits include:

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

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

Section 9 – Government audit costs and legal expenses

Section 9 provides cover for:

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

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

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

Section 10 – Lot Owners' fixtures and improvements

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

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

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

Section 11 – Loss of Lot market value

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

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

Other important information

Some other important things to remember are:

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

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

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

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

Monetary limits on cover

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

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

Review Your sums insured regularly

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

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

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

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

Payment of Excess

An Excess may apply to any claim under this insurance.

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

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

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

Goods and Services Tax (GST) Notice

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

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

Applying for cover

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

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

The cost of this insurance

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

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

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

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

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

Cooling off period

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

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

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

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

We may deduct government taxes or duties from Your refund.

Your Duty to take reasonable care not to make a misrepresentation

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

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

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

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

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

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

The General Insurance Code of Practice

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

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

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

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

How to make a claim

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

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

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

When You make a claim You must:

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

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

Complaints

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

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

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

AFCA's contact details are:

The Australian Financial Complaints Authority

Online: www.afca.org.au

Phone: 1800 931 678

Email: info@afca.org.au

Mail: GPO Box 3 Melbourne VIC 3001

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

Privacy Notice

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

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

How We Collect Your Personal Information

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

Why We Collect Your Personal Information

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

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

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

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

Who We Disclose Your Personal Information To

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

Disclosure Overseas

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

Access to Your Personal Information and Complaints

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

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

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

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

Telephone Call Recording

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

Your consent

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

Updating Our Product Disclosure Statement

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

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

Financial Claims Scheme

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

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

Terrorism and Cyclone Insurance Act

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

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

Further information and confirmation of transactions

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

STRATA INSURANCE POLICY WORDING

IMPORTANT INFORMATION

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

What makes up this Policy

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

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

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

Policy Classification for premium and charges

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

Payment of Premium

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

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

Payment by Instalment

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

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

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

Adjustments on renewal

Notice

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

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

Indexation

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

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

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

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

Instalment payments

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

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

Information You must tell Us

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

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

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

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

When We receive this information, We may:

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

Claims procedures

1. What You must do

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

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

2. What You should not do

Whatever the circumstances You should not:

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

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

3. How to make a claim

When You make a claim, You must:

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

4. Approval needed for repairs

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

5. Repairs or Replacement

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

6. You must assist Us

You must:

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

7. False or misleading information

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

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

8. Claim administration and legal proceedings

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

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

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

9. Salvage value

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

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

10. Contribution

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

Acts or omissions of Your Strata Community Manager

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

Cancelling Your Policy

When You can cancel this Policy

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

When We can cancel this Policy

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

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

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

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

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

Cancellation costs

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

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

Goods and Services Tax (GST) Notice

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

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

When You are:

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

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

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

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

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

General conditions – which apply to all Sections unless otherwise stated

1. Alteration of risk

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

You must advise Us:

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

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

2. Excess

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

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

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

3. Joint insureds, interested parties

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

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

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

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

4. Reinstatement of Sum Insured

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

► This condition does not apply:

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

5. Swimming Pools

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

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

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

6. Commercial Cooking

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

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

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

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

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

7. Electric Vehicle Charging

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

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

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

General exclusions – what is not insured under any Section

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

1. Act of Terrorism

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

- (a) any Act of Terrorism;
- (b) any action taken in controlling, preventing, suppressing, retaliating against or responding to an Act of Terrorism;

- (c) biological, chemical, nuclear or radioactive contamination, pollution, weapons or explosion arising from an Act of Terrorism;
- (d) non-material damages or non-physical damages of any kind arising from or in any way connected with an Act of Terrorism; or
- (e) any threat of an Act of Terrorism.

2. Cyber and Electronic Data

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

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

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

3. Intentional damage

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

4. Nuclear

Ionising radiation from, or contamination by 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, mutiny, civil commotion assuming the proportions of or amount to a popular uprising, rebellion, revolution, insurrection, military rising, use of military or usurped power, martial law or state of siege, looting, sacking or pillage following any of these, or the expropriation of property.

6. Lawful seizure

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

7. Sanctions

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

8. Communicable Disease

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

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

General definitions – the meaning of some words

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

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

Act of Terrorism

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

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

Agreed Value

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

Common Area

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

Communicable Disease

means:

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

Constructive Total Loss

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

Cyber War & Terrorism Event

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

Cyber Event

means:

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

Depreciation

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

Cyber terrorism

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

Earth Movement

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

Electronic Data

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

Endorsement

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

Erosion

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

Event

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

Excess

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

Floating Floors

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

Flood

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

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

Funds

means money, securities or tangible property received by You, or collected on Your behalf, which has been or was to be set aside for the financial management of Your affairs. Funds do not include the personal money, securities or tangible property of Lot Owners or Members.

Fusion

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

Illegal or Non-Compliant Installations

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

Insured Property**(a) Building**

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

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

(b) Common Area Contents

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

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

► Building and Common Area Contents do not include:

- (i) aircraft, caravans, trailers, Vehicles, (other than garden appliances not required to be registered), hovercraft and Watercraft including their accessories or spare parts whether fitted or not;
- (ii) damage to internal paintwork and wallpapering of Lots in New South Wales and Australian Capital Territory unless You include Optional Cover 3 of **Section 1**;
- (iii) livestock, fish, birds or other animals;
- (iv) works undertaken by Lot Owners or Tenants, including but not limited to construction, installation, alteration, modification and changes to Your Insured Property which have not received Your written approval and complied with requirements specified under relevant strata legislation applying where Your Building is situated, prior to those works being undertaken;
- (v) Lot Owners' Contents and any other personal property of theirs;
- (vi) contents, items and any other property of Tenants;
- (vii) Lot Owners' Floating Floors installed within their Lot unless You include Optional Cover 2 of **Section 1**;
- (viii) money, other than as covered under benefit 15 of **Part A of Section 1**;
- (ix) plants, hedges, trees, shrubs, gravel, shale, stones, clay or soil on paths or driveways or tennis courts, soil or bark or mulch in gardens other than as covered under benefit 3 of **Part B of Section 1**;
- (x) temporary wall, floor and ceiling coverings within a Lot;
- (xi) mobile or fixed air-conditioning units servicing an individual Lot (Queensland).

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

Land Value

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

Loss or Damage

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

Lot

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

Lot Owner

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

Lot Owners' Contents

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

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

Member(s)

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

Period of Insurance

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

Policy

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

Premium

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

Rainwater

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

Rent

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

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

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

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

Replacement

means:

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

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

Schedule

means one of the following:

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

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

Situation

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

Software

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

Storm

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

Storm Surge

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

Strata Community

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

Strata Community Manager

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

Stratum Lot or Volumetric Lot

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

Sum Insured

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

Temporary Accommodation

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

Tenant

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

Title

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

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

Tsunami

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

Vehicle(s)

means:

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

Voluntary Worker

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

Watercraft

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

Wear and Tear

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

We, Our, Us

means Allianz Australia Insurance Limited
ABN 15 000 122 850.

You, Your, Yours

means:

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

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

INSURED PROPERTY

What We cover

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

SECTION 1: PART A

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

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

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

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

2. Act of Terrorism

Where:

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

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

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

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

3. Alterations / additions

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

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

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

► We will not pay:

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

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

4. Arson reward

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

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

5. Electric motors

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

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

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

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

► We will not pay for:

- (a) motors under warranty or maintenance agreement;
- (b) other parts of any electrical appliance nor for any software;
- (c) lighting or heating elements, fuses, protective devices or switches;
- (d) contact at which sparking or arcing occurs in ordinary working;
- (e) any motor, where **Section 7 – Machinery** breakdown has been selected and is shown on the Schedule.

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

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

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

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

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

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

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

8. Environmental improvements

If Your Insured Property is:

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

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

9. Exploratory costs, Replacement of defective parts

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

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

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

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

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

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

10. Fallen trees

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

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

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

▶ We will not pay for removal or disposal of:

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

11. Fire extinguishing

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

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

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

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

12. Keys, lock replacement

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

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

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

13. Temporary meeting or conferencing facilities

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

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

14. Modifications

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

15. Money

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

▶ We will not pay for fraudulent misappropriation, theft or any attempt thereof by:

- (a) any person in Your employment;
- (b) a Lot Owner, including any family member permanently residing with them; or
- (c) a proxy of a Lot Owner.

16. Mortgage discharge

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

17. Personal property of others

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

18. Purchaser's interest

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

19. Records

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

20. Removal of nests

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

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

21. Removal, storage costs

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

- (a) removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;
- (b) storing such undamaged portion at that place or an equivalent alternate place;
- (c) returning such undamaged portion to the Situation when restoration work is completed;
- (d) insuring Your undamaged Insured Property during such removal, storage and return, following Loss or Damage to Your Insured Property that is paid as a claim under **Section 1**.

22. Removal of illegally deposited rubbish

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

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

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

23. Water removal from basement

We will pay up to \$5,000 for the reasonable costs You necessarily incur in removing water from the basement or undercroft area of Your Insured Property if such inundation is directly caused by Storm or Rainwater, or Flood where Optional Cover 1 is shown as included on Your Schedule.

24. Cyber Response Costs

We will pay during the Period of Insurance either:

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

including:

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

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

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

(b) if Your Strata Community Manager maintains information security management systems, policies, controls and procedures that are consistent with the principles embodied in the ISO/IEC 27001, or other industry best practice information security management standards such as the 'Essential Eight' cybersecurity framework developed and maintained by the Australian Signals Directorate's Australian Cyber Security Centre.

► We will not pay for:

- (a) any loss, cost or expense arising from a Cyber Event involving the personal devices, email accounts or computer systems of:
 - (i) individual Office Bearers, committee members or Lot Owners; or
 - (ii) employees of Your Strata Community Manager;
- (b) unless the Cyber Event also affects Your computer systems or Your Electronic Data held by You or Your Strata Community Manager;
- (c) any ransom payment;
- (d) the costs of any improvements, upgrades or betterments to computer systems, software or security measures beyond what existed immediately prior to the Cyber Event;
- (e) costs that would have been incurred regardless of the Cyber Event, such as routine system maintenance or planned improvements;
- (f) any Cyber Event occurring prior to the commencement of this Policy or any Cyber Event You knew about or ought reasonably to have known about prior to the commencement of this Policy that may give rise to a claim;
- (g) any Cyber Event caused by or arising from a Cyber War & Terrorism Event; or
- (h) legal or regulatory fines, penalties or sanctions.

SECTION 1: PART B

Part B covers You and Lot Owners as specified. The combined total amount We will pay under **Part B** benefits 1 to 5 arising out of any one Event that is admitted as a claim under **Section 1** is limited to the Sum Insured shown on the Schedule for **Part B** of **Section 1**.

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

1. (a) Rent

When the Common Area or a Lot has been leased out, or can be substantiated by means of a signed agreement or other reasonable evidence that the Common Area or Lot would have been leased out but for the Loss or Damage We will pay You and/or the Lot Owner for the Rent that is lost or would have been lost if:

(i) the Common Area or Lot is unfit to be occupied for its intended purpose as a result of Loss or Damage that is admitted as a claim under **Section 1**. We will pay from the time of the Event until the time the Common Area or Lot is relet following completion of rebuilding, replacing or repairing provided You or they demonstrate that all reasonable actions have been taken to relet the Common Area or Lot.

► when the Loss or Damage to Your Insured Property is not rebuilt, replaced or repaired, We will only pay for the time it would have reasonably taken to rebuild, replace or repair Your Common Area or Lot up to a maximum of twelve (12) months.

(ii) reasonable access to or occupancy of the Common Area or Lot is prevented by damage from an Event claimable under **Section 1** happening to other property in the immediate vicinity. We will pay from the time of the Event until the time when access to the Common Area or Lot is re-established, up to a maximum of twelve (12) months.

(b) Temporary Accommodation

When a Lot Owner occupies their Lot We will pay the reasonable cost of Temporary Accommodation they necessarily incur if their Lot is made uninhabitable due to:

(i) Loss or Damage that is admitted as a claim under **Section 1**. We will pay from the time of the Event until the time they are reasonably able to reoccupy their Lot following completion of rebuilding, replacing or repairing.

► When the Loss or Damage to their Lot is not rebuilt, replaced or repaired, We will only pay for the time it would have reasonably taken to rebuild, repair or replace their Lot up to a maximum of twelve (12) months.

(ii) reasonable access to or occupancy of their Lot is prevented by damage from an Event claimable under **Section 1** happening to other property in the immediate vicinity. We will pay from the time of the Event until the time when access to their Lot is re-established, up to a maximum of twelve (12) months.

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

(c) Disease, murder and suicide

We will pay You and/or the Lot Owner for:

- (i) the reasonable cost of Temporary Accommodation necessarily incurred;
- (ii) Rent that is lost;

if Your Common Area or their Lot cannot be occupied by order of the Police, a public or statutory authority, other body, entity or person so empowered by law, due to:

- the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plant cooling towers and the like;
- a human infectious or contagious disease other than a Communicable Disease;
- murder or suicide;

occurring at Your Situation.

We will pay from the time the order is invoked until the time the order is revoked, or for a period of thirty (30) days, whichever first occurs.

▶ We will not pay for loss, costs or damage caused by, arising from or in any way connected with Highly Pathogenic Avian Influenza in humans or any disease infectious in humans forming part of the Listed Human Diseases under, or is the subject of a Human Biosecurity Emergency under, the *Biosecurity Act 2015* (Cth) and any of its subsequent amendments or any similar such listing or declarations of diseases under any subsequent statute that repeals and replaces the *Biosecurity Act 2015* (Cth) in whole or part, or any pandemic or epidemic, as declared as such by the World Health Organisation.

(d) Failure of supply services

We will pay You and/or the Lot Owner for:

- (i) the cost of Temporary Accommodation necessarily incurred;
- (ii) Rent that is lost;

if Your Common Area or their Lot is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from physical loss or damage happening to property belonging to or under the control of any supply authority caused by a sudden and accidental event.

Provided the failure of services extends for more than twenty-four (24) hours We will pay from the time of the failure until the time such services are reinstated, or for a period of thirty (30) days, whichever first occurs.

2. Cost of reletting

When any part of Your Common Area or a Lot has been leased out and it is made unfit to be occupied for its intended purpose by:

- (i) Loss or Damage that is admitted as a claim under **Section 1**; and
- (ii) Your Tenant at the time of the Event subsequently advises they will not be reoccupying the Common Area or the Lot they previously leased;

We will pay You and/or the Lot Owner reasonable reletting costs up to \$1,500.

3. Landscaping

We will pay up to \$25,000 for the reasonable costs You or a Lot Owner necessarily incur in replacing or repairing damaged trees, shrubs, plants, lawns or rockwork at Your Situation damaged by an Event claimable under **Section 1**.

4. Removal of squatters

We will pay You and/or the Lot Owner up to \$1,000 any one Period of Insurance for legal fees necessarily incurred to repossess Your Insured Property or their Lot if squatters are living in it.

▶ We will not pay unless You or they first obtain Our consent to incur such legal fees.

5. Title deeds

We will pay for the reasonable costs You or a Lot Owner necessarily incur in replacing Title deeds to Your Insured Property or their Lot if they are lost or damaged by an Event claimable under **Section 1**, while anywhere in Australia.

SECTION 1: PART C

Part C applies to Lot Owners. Cover for benefits 1 to 6 of **Part C** are included in addition to the Sum Insured for **Section 1**.

1. Emergency accommodation

When a Lot is occupied by a Lot Owner or Tenant for residential purposes We will pay:

- (a) the Lot Owner; and/or
- (b) the Tenant named on the lease, rental or similar type agreement;

up to \$2,500 a Lot, irrespective of the number of people occupying the Lot, for the reasonable cost of emergency accommodation necessarily incurred in circumstances where two (2) or more residential Lots are made uninhabitable:

- (i) due to Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**; or
- (ii) by reasonable access to or occupancy of the Lot being prevented by Loss or Damage from an Event claimable under **Section 1** happening to other property in the immediate vicinity; or
- (iii) by reasonable access to or occupancy of the Lot being prevented by the Police or other emergency service due to a danger or disturbance in the immediate vicinity.

2. Funeral expenses

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

3. Lot Owners' contributions and fees

We will pay, up to \$2,000 a Lot, for contributions and/or levies the Lot Owner is required to pay during the period their Lot is unfit to be occupied for its intended purpose by Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**.

4. Lot Owners' removal and storage costs

We will pay up to \$5,000 for the reasonable costs a Lot Owner necessarily incurs in:

- (a) removing their undamaged Lot Owners' Contents to the nearest place of safe keeping;
- (b) storing their undamaged Lot Owners' Contents at that place or an equivalent alternate place;
- (c) returning their undamaged Lot Owners' Contents to Your Situation when occupancy of their Lot is permitted;
- (d) insuring their undamaged Lot Owners' Contents during such removal, storage and return;

following Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1** that makes their Lot unfit to be occupied for its intended purpose.

5. Lot Owners' travel costs

When a Lot Owner has leased out their Lot We will, if their Lot is made unfit to be occupied for its intended purpose by Loss or Damage that is admitted as a claim under **Section 1**, pay up to \$250 a Lot for reasonable travel costs the Lot Owner incurs in visiting their Lot for the purpose of consulting with claim adjusters and/or Building repairers.

▶ We will not pay unless You or they first obtain Our consent to incur such travel costs.

6. Pets, security dogs

When a Lot Owner occupies their Lot solely for residential purposes and there is Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1** rendering their Lot uninhabitable, and their temporary accommodation does not allow pets or security dogs, We will pay up to \$1,000 for the costs necessarily incurred for boarding their pets or security dogs.

Optional Covers

The following optional coverage extensions apply to **Section 1** and are operative when shown as 'Included' on Your Schedule. They are not mandatory under strata legislation applicable to You, and You may choose to include any or all of them based on Your specific needs, risk profile, and financial position.

1. Flood

If Flood is shown as included on Your Schedule, We will pay, for Loss or Damage caused by Flood which happens during the Period of Insurance.

▶ Our liability under Optional Cover 1 is limited to the lesser of:

- (a) \$10,000,000; or
- (b) Our maximum aggregate liability under **Parts A, B and C of Section 1**; or
- (c) the Flood sublimit shown on Your Schedule.

2. Floating floors

Provided Your Sum Insured under **Section 1** is not otherwise exhausted We will pay for the cost of repairing or replacing Lot Owners' Floating Floors if damaged by an Event claimable under **Section 1**.

3. Lot Owners' wall coverings (applicable to New South Wales and Australian Capital Territory)

Provided Your Sum Insured under **Section 1** is not otherwise exhausted We will pay for the cost of repainting or re-wallpapering internal walls or ceilings of a Lot if damaged by an Event claimable under **Section 1**.

Our liability under Optional Cover 3 is limited to the room, hallway or passageway where the Loss or Damage occurs.

Exclusions – what We do not cover under Parts A, B and C**▶ 1. We will not pay for Loss or Damage caused by, arising from or in any way connected with:**

- (a) Flood
 - However, We will pay if Optional Cover 1 is shown as included on Your Schedule.
- (b) retaining walls resulting from Storm or Rainwater.
- (c) the following gradually operating causes:
 - (i) deterioration, Wear and Tear, concrete or brick cancer, rust, oxidisation, or corrosion, that You were aware of or a reasonable person in the circumstances could be expected to be aware of; or
 - (ii) contamination, pollution, evaporation, disease, mildew, mould, wet or dry rot; or
 - (iii) staining, fading, fraying, change in colour or texture or finish, dampness of atmosphere, or other variations in temperature; or
 - (iv) moths, termites or other insects, vermin, mice, rats, or pecking or billing or chewing or scratching by animals; or
 - (v) lack of maintenance or failure to maintain Your Insured Property in a reasonably good state of repair; or
 - (vi) inherent vice or latent defect.
- (d) non-rectification of an Insured Property defect that You were aware of, or a reasonable person in the circumstances could be expected to have been aware of, including any such defects that are in the process of being rectified.
- (e) mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current.
 - However We will pay if the Loss or Damage is due to:
 - (i) Fusion of electric motors as covered under benefit 5 of **Part A**; or
 - (ii) a power surge when such is confirmed by the supply authority.

- (f) any action of the sea, high water or high tide, or tidal wave.
However, We will pay if the Loss or Damage is due to Tsunami.
- (g) Storm Surge.
However, We will pay if the Loss or Damage is due to cyclone.
- (h) vibration or from the removal or weakening of or interference with the support of land or Buildings or any other property, Erosion or Earth Movement.
However, We will pay if the Loss or Damage is due to:
- (i) earthquake or seismological disturbance, Tsunami, explosion, physical impact by aircraft; or
 - (ii) bursting, leaking or overflowing of water tanks, pipes, drains, gutters or other water or liquid carrying apparatus; or
 - (iii) Flood if Optional Cover 1 is shown as included on Your Schedule; or
 - (iv) Storm or Rainwater.
- (l) hydrostatic water.
However We will pay if the Loss or Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains.
- (j) the invasion of tree or plant roots nor for the cost of clearing pipes or drains blocked by any such invasion.
- (k) the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds.
- (l) smut or smoke from industrial operations.
- (m) any process involving the application of heat being applied directly to any part of Your Insured Property.
- (n) normal settling, cracking, creeping, heaving, seepage, shrinkage, or expansion in Buildings, foundations/footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other structural improvements.
- (o) glass caused by, arising from or in any way connected with artificial heat, during installation or removal, that has a crack or imperfection, or that is required to be insured by any other party in terms of an occupancy agreement.
- (p) floor coverings resulting from staining, fading or fraying.
However We will pay if the Loss or Damage directly results from any other Event claimable under **Section 1**.
- (q) to boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting from the explosion thereof.

- (r) Your Insured Property if it is vacant and undergoing demolition unless Our written consent to continue cover has been obtained before the commencement of demolition.
- (s) Your Insured Property caused by, arising from or in any way connected with the construction, erection, alteration or addition where the cost of such work exceeds \$500,000, unless Our written consent to provide You cover has been obtained before the commencement of such work.
- (t) Your Electronic Data, including any loss of use, consequential losses, or expenses resulting therefrom, except as specifically provided under benefit 24 (Cyber Response Costs) of **Part A**.

► 2. We will not pay for:

- (a) demolition ordered by any public or statutory authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement or due to the incorrect siting of Your Insured Property;
- (b) the cost of rectifying faulty or defective materials, or faulty or defective workmanship, design or specification;
- (c) consequential loss, meaning We don't cover You for anything not expressly described under **Parts A, B and C**. Some examples of what We won't pay for include loss of use or depreciation.
- (d) the cost of clearing blocked pipes or drains unless the blockage causes or is the result of physical damage to the pipe or drain.
However, We will pay for water or liquid damage to Your Insured Property resulting from the overflow of such blocked pipes or drains.

Claims – basis of settlement

1. Replacement

If Your Insured Property is damaged, We may choose (acting reasonably) to either rebuild, replace, repair or pay the amount it would cost to rebuild, replace or repair.

The amount We pay under **Section 1** will be the cost of Replacement at the time of Replacement subject to the following provisions:

- (a) the necessary work of rebuilding, replacing or repairing (which may be carried out upon another site or in any manner suitable to Your requirements provided Our liability is not increased), must be commenced and carried out without unreasonable delay (provided that You will not be responsible for any delay caused by Us);
- (b) where Your Insured Property contains any architectural or structural feature of an ornamental, heritage or historical character or where materials used in the original construction are not reasonably available We will use the nearest equivalent available to the original materials;

- (c) if it is lawful, and with Our prior written consent, You will not be required to actually rebuild any Building destroyed but may purchase an alternative existing Building or part thereof to replace all or part of the one destroyed. Such Replacement will be deemed to constitute Replacement for the purpose of Your Policy provided Our liability is not increased;
- (d) when We choose to pay the amount it would cost to rebuild, replace or repair, We will pay You the reasonable cost to rebuild, replace or repair.

► We will not pay for any costs:

- (i) to rebuild, replace, repair, upgrade, alter or remove Your undamaged Insured Property;
- (ii) to rebuild, replace, repair, upgrade, alter or remove Illegal or Non-Compliant Installations.
- (iii) arising from any unreasonable delays You cause in commencing or carrying out Replacement or in reoccupying or tenanting Your Lot.

For each and every claim You have to pay the amount of Excess shown on the Schedule or in **Section 1**.

2. Undamaged part of Insured Property, foundations and footings

If Your Insured Property is damaged and any public or statutory authority requires replacement to be carried out on another site We will pay for the value of any undamaged part of Your Insured Property, including foundations and footings, as though they had been destroyed.

If the sale value of the original Situation with such undamaged part is greater than without them We will deduct the amount of such difference from any settlement otherwise payable by Us.

3. Floor space ratio

If Your Insured Property is damaged and Replacement is limited or restricted under an Ordinance or Regulation issued by a public or statutory authority requirement that results in the reduction of the floor space ratio index, We will pay the difference between:

- (a) the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; and
- (b) the estimated cost of Replacement at the time of Loss or Damage had the reduced floor space ratio index not applied.

4. Land value

We will pay the difference between Land Value before and after Loss or Damage if any public or statutory authority refuses to allow Your Insured Property to be replaced or only allows partial Replacement, less any sum paid by way of compensation by any such authority.

5. Claim settlement (when Section 11 is shown as a Sum Insured on the Schedule)

When **Section 11** is shown on the Schedule as a Sum Insured We agree that We will treat Your Sum Insured under **Section 1** on an Agreed Value basis.

In the event of Loss or Damage that results in:

- (a) a total loss or Constructive Total Loss of Your Insured Property and Your Strata Community Title and all Lot Titles are terminated We will pay You the Sum Insured shown on the Schedule for **Section 1**.
- (b) a partial loss and some but not all Lot Titles are terminated We will, in respect of the Lots where title has been terminated, pay You the amount calculated on the percentage of the Sum Insured for **Section 1** that the affected Lot entitlements bear to the total Strata Community entitlement.

When We pay a claim under Clause 5.(b), any Loss or Damage to Lots where Title has not been terminated will be settled in terms of Clause 1. Replacement above but Your Sum Insured thereunder will be reduced by the amount We pay under Clause 5.(b).

6. Reimbursement of expenses and costs incurred

If You submit a claim for reimbursement of repair, replacement or rebuilding of Your Insured Property that has already been carried out, We will at Our option (acting reasonably):

- (a) assess the claim You have submitted for Us to pay
- (b) obtain quotations for the repair, replacement, or rebuilding that You have carried out; and
- (c) reduce the amount We pay You by the amount which represents any disadvantage We suffer as a result of the repair, replacement, or rebuilding being carried out without Our consent.

7. Professional Fees

We will pay up to \$50,000 for the reasonable costs You necessarily incur with Our written consent in the preparation of a claim under **Section 1** and when applicable **Sections 8, 10 and 11**.

► We will not pay for any costs incurred in connection with the preparation or conduct of any complaint or dispute.

Special provisions

1. Under Clauses 2., 3., and 4. of "Claims - basis of settlement" Our liability is limited to the extent to which the Sum Insured for **Section 1** is not otherwise expended.

After any difference or dispute arises under the Policy relating to values You and We may or may not choose to enter into a separate agreement to refer the matter to the President of the Australian Property Institute Inc. who will appoint a specialist valuer who is registered and qualified to carry out such valuations in accordance with accepted valuation practices. The valuer's decision will, if both You and We so agree, be final and binding. The valuer will also decide as to payment of the costs of referral if both You and We agree. Clauses 2., 3., and 4. of "Claims - basis of settlement" do not apply in respect of any claim settled in terms of Clause 5. of "Claims - basis of settlement" above.

LIABILITY TO OTHERS

In the event of a claim under this **Section 2**, You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

What We cover

1. We will pay up to the Sum Insured shown in the Schedule for **Section 2** where You become legally liable to pay compensation (including plaintiff's legal costs) in respect of:

- (a) Personal Injury; or
- (b) Property Damage,

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

Automatic Extensions

We will pay up to the Sum Insured shown in the Schedule for **Section 2** where You become legally liable to pay compensation in respect of Personal Injury or Property Damage:

- (a) **Bridges, roadways, kerbing, footpaths, services** arising from bridges, roadways, kerbing, footpaths, and underground and overhead services You own at the Situation.

- (b) **Car park liability** arising from the use of Vehicles in Your physical or legal control where such Property Damage occurs in a car park You own at the Situation.

► We will not pay if the Vehicle is owned or being used by You or is being used on Your behalf.

- (c) **Fertiliser, pesticide, herbicide application** arising from the application of any fertiliser, pesticide or herbicide to Your Common Area or Insured Property.

► We will not pay:

- (a) unless the fertiliser, pesticide or herbicide has been applied in conformity with any public or statutory Authority requirement or, in the absence of any such requirement, in conformity with the manufacturer's recommendations.

- (b) Your liability for Loss or Damage to Your Common Area or Insured Property, or its Improvements including gardens and lawns, to which the fertiliser, pesticide or herbicide was being applied.

- (d) **Hiring out of sporting and recreational facilities** arising from the hiring out of sporting or recreational facilities (such as but not limited to tennis courts or swimming pools) owned by You.

- (e) **Recreational and other activities** arising from recreational, social or other activities arranged for and on behalf of Lot Owners and occupiers of Lots.

- (f) **Services** arising out of the service or services You provide for the benefit, general use and enjoyment of Lot Owners and occupiers of Lots at Your Situation.

- (g) **Watercraft** arising from any Watercraft (not exceeding 8 metres in length) owned by You, in Your possession or physical or legal control.

► We will not pay if the Watercraft is or should have been insured under legislation of the State or Territory of Australia in which it is being used, or if the Watercraft is subject to hire for fee or payment.

(h) **Garden equipment and unregistered vehicles** arising from any wheelchair, garden equipment including lawn mowers, golf cart, golf buggy or other Vehicle owned by You, in Your possession or physical or legal control.

► We will not pay if any such item or Vehicle is or should have been registered and/or insured under legislation in the State or Territory of Australia in which it is being used.

2. Cost of defending a claim

We will pay in addition to the Sum Insured under 1. above:

- (a) all legal costs and expenses incurred by Us;
- (b) reasonable cost of legal representation You necessarily incur with Our written consent at a coronial inquest or inquiry into any death that may be the subject of a claim for compensation under **Section 2**;
- (c) other reasonable expenses You necessarily incur that We have agreed to reimburse; and
- (d) all interest accruing after judgment has been entered against You until We have paid, tendered or deposited in court the amount that We are liable to pay following judgment.

3. Court appearance

We will pay compensation of \$250 per day if We require an Office Bearer, committee member or Your Strata Community Manager to attend a Court as a witness in connection with a claim under **Section 2**.

Exclusions – what We do not cover

► We will not pay for any claim:

- (a) in connection with any liability for Personal Injury to any employee arising out of or in the course of their employment with You.

This exclusion does not apply to an 'eligible person' as defined under the *Workers' Compensation and Rehabilitation Act 2003 (Qld)*.
- (b) in respect of liability imposed by the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated.
- (c) in respect of:
 - (i) damage to property belonging to, rented by or leased by You or in Your physical or legal control, other than as specifically provided by this **Section 2**;
 - (ii) damage to property belonging to any person who is deemed a worker or employee within the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated.

(d) arising out of the rendering or failure to render professional advice by You or any error or omission connected therewith.

This exclusion does not apply to the rendering or failure to render professional medical advice by a legally qualified medical practitioner, or first aid officer You use to provide first aid services at Your Situation.

- (e) arising out of the publication or utterance of defamatory material, libel or slander:
 - (i) made prior to the commencement of **Section 2**; or
 - (ii) made by You or at Your direction when You knew it to be false.
- (f) arising out of the ownership, possession or use by You of any Vehicle, Watercraft, hovercraft, aircraft or aircraft landing areas other than as specifically provided in **Section 2**.
- (g) arising out of or in connection with Your ownership of marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) if such facilities:
 - (i) are used for commercial purposes; or
 - (ii) provide fuel distribution facilities, unless We otherwise agree in writing.
- (h) arising out of construction, erection, alteration or addition to Your Insured Property where the cost of such work exceeds \$250,000, unless Our written consent to provide You cover has been obtained before the commencement of such work.
- (i) arising from vibration or from the removal or weakening of or interference with the support of land or Buildings, Common Area or any other property.
- (j) arising under the terms of any agreement unless liability would have attached to You in the absence of such agreement.

This exclusion does not apply to:

- (i) liability assumed by You under any contract or lease of real or personal property;
- (ii) liability assumed by You under the terms of any written agreement with any other party except where liability arises out of:
 - (a) any act of negligence on their part; or
 - (b) by their default in performing their obligations under such agreement.
- (k) arising out of or caused by the discharge, dispersal, release of or escape of Pollutants into or upon property, land, the atmosphere, or any water course or body of water.

This exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place during the Period of Insurance.

- (l) arising out of or incurred in the prevention, removing, nullifying or clean-up of any contamination or pollution.

This exclusion does not apply to clean-up, removal or nullifying expenses only which are incurred after a sudden, identifiable, unexpected and unintended happening that takes place in its entirety at a specific time and place during the Period of Insurance.

- (m) for fines or penalties or for punitive, aggravated, exemplary or additional damages (including interest and costs) imposed against You.
- (n) made or actions instituted outside Australia that are governed by the laws of a foreign country.
- (o) for liability to pay for Personal Injury or Property Damage, or any consequential loss arising therefrom, caused by or arising directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos or in any way involving asbestos or asbestos contained in any materials in whatever form or quantity.

Special conditions

1. Strata Community Manager defence

If a claim is made jointly against You and Your Strata Community Manager solely by virtue of their relationship with You, We will treat Your Strata Community Manager as though they were You.

► We will not indemnify Your Strata Community Manager if their joining in the claim is attributable to a negligent or wrongful act, error or omission of theirs when acting in a professional capacity, including but not limited to performance of their obligations with respect to any management agreement or other contractual arrangement they may have in place with You.

2. Adjoining Property Extension

Section 2 is extended to include Your liability for any part of Your Insured Property that overhangs and/or infringes adjoining public or private property subject to all other Policy terms, conditions, limits and exclusions.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 2** when they begin with a capital letter.

Occurrence

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

Personal Injury

means:

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

Pollutants

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Property Damage

means:

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

that happens during the Period of Insurance anywhere in Australia

VOLUNTARY WORKERS

What We cover

We will pay to a Voluntary Worker, or that person's estate, the compensation detailed in **Section 3** in the event of such Voluntary Worker sustaining bodily injury:

- (a) whilst voluntarily engaged in work on Your behalf; and
- (b) caused solely and directly by violent, accidental, external and visible means; and
- (c) which, independently of any other cause results in the following insured benefits.

Benefits

<p>1. Accidental Death: \$300,000</p> <p>2. Total and irrecoverable loss of all sight in both eyes: \$300,000</p> <p>3. Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot: \$300,000</p> <p>4. Total and permanent loss of the use of one hand or of the use of one foot: \$150,000</p> <p>5. Total and irrecoverable loss of all sight in one eye: \$150,000</p> <p>6. Total Disablement from engaging in or attending to usual profession, business or occupation – in respect of each week of Total Disablement a weekly benefit of: \$2,000</p>	<p>7. Partial Disablement from engaging in or attending to usual profession, business or occupation – in respect of each week of Partial Disablement a weekly benefit of: \$1,000</p> <p>8. The reasonable and necessary cost of hiring or employing domestic assistance if a Voluntary Worker is totally disabled from performing:</p> <ul style="list-style-type: none"> (a) their usual profession, business, occupation; or (b) usual household activities; <p>in respect of each week of Total Disablement a weekly benefit not exceeding: \$500</p> <p>9. The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding: \$2,000</p> <p>10. The reasonable cost of home tutorial expenses if the Voluntary Worker is a full-time student – in respect of each week of Total Disablement a weekly benefit not exceeding: \$250</p> <p>11. The reasonable cost of burial or cremation of a Voluntary Worker following a claim payable under benefit 1 – a benefit not exceeding: \$5,000</p>
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Exclusions – what We do not cover

► 1. We will not pay:

- (a) for more than one of benefit 6 and 7 in respect of the same period of time;
- (b) under benefit 6 and 7 in respect of persons not in receipt of wages, salaries or other remuneration from their personal exertion;
- (c) under benefit 6 and 7 in excess of an aggregate of one hundred and four (104) weeks in all, in respect of any one disablement;
- (d) under benefit 8 and benefit 10 in excess of an aggregate of ten (10) weeks in all, in respect of any one disablement;
- (e) unless the results of bodily injury manifest within twelve (12) months of sustaining such bodily injury;
- (f) unless an injured Voluntary Worker will, as soon as possible after the occurrence of any bodily injury, procure and follow proper medical advice from a legally qualified medical practitioner;
- (g) for any amounts recoverable under a Medicare benefit or payable by any registered health benefits insurer;
- (h) for any fees or charges in relation to the provision in Australia of medical expenses, hospital treatment or ancillary benefits as defined by the *Health Insurance Act, 1973* (Cth) or where payment is otherwise prohibited by law.

► 2. We will not pay compensation in respect of claims arising out of:

- (a) illness;
- (b) attempted or intentional self injury or suicide;
- (c) attributable wholly or in part to childbirth or pregnancy, notwithstanding that miscarriage or childbirth may have been accelerated or induced by the bodily injury sustained;
- (d) a Voluntary Worker being under the influence of alcohol or any drug, other than a drug prescribed by a qualified medical practitioner.

Special conditions

1. If a Voluntary Worker becomes entitled to compensation under more than one of the benefits 1. to 5. in respect of the same bodily injury, the compensation payable will be cumulative up to one hundred percent (100%) of the compensation payable for benefit 1.
2. After the occurrence of any one of benefits 2. to 5. there will be no further liability under **Section 3** for these benefits in respect of the same Voluntary Worker.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 3** when they begin with a capital letter.

Partial Disablement

means an injury which prevents a Voluntary Worker from:

- (a) carrying out a substantial part of the normal duties of such person's usual occupation, profession or business; or
 - (b) where such person engages in more than one occupation, profession or business, any of them,
- as certified by a legally qualified medical practitioner.

Total Disablement

means an injury which entirely prevents a Voluntary Worker from:

- (a) carrying out all of the normal duties of such person's usual occupation, profession or business; or
 - (b) where such person engages in more than one occupation, profession or business, all of them,
- as certified by a legally qualified medical practitioner.

WORKERS COMPENSATION

What We cover

When Your Schedule shows **Section 4** is selected, cover is provided for Your legal liability under the applicable workers compensation legislation of the State or Territory where Your Insured Property is situated. Workers compensation cover is provided under a separate policy and is subject to the terms and conditions of that policy.

Special provision

When **Section 4** is shown on the Schedule as selected cover is provided by:

Allianz Australia Insurance Limited in the Australian Capital Territory, Northern Territory, Western Australia and Tasmania.

We do not cover

► Workers Compensation in South Australia, Queensland, New South Wales or Victoria.

FIDELITY GUARANTEE

What We cover

We will indemnify You, in respect of fraudulent misappropriation of Your Funds committed during the Period of Insurance, up to:

- (a) the Sum Insured shown on the Schedule for **Section 5**.
- (b) \$5,000 for the cost of fees payable to external auditors that are reasonably and necessarily incurred to support a valid claim.

Exclusions – what We do not insure

► We will not pay for:

- (a) any fraudulent misappropriation unless and until You have exhausted Your rights and entitlements to payment pursuant to any other fidelity bond or fidelity fund of whatsoever nature that might exist pursuant to any law;
- (b) any fraudulent misappropriation committed after the initial discovery of loss;
- (c) any losses arising out of fraudulent misappropriation committed prior to the commencement of **Section 5**;
- (d) any claims arising out of losses discovered more than twelve (12) months after the expiry of **Section 5**.

OFFICE BEARERS LIABILITY

This Office Bearers Liability section is issued on a 'Claims made and notified basis'. This means **Section 6** responds to Claims first made against You during the Period of Insurance and notified to Us during that same period.

In the event of a Claim under this **Section 6**, You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

What We cover

1. We will pay up to the Sum Insured as shown on the Schedule:

- (a) (i) on Your behalf, all Loss for which You are not indemnified by Your Strata Community;
- (ii) on behalf of Your Strata Community, all Loss for which they grant indemnification to You, as permitted or required by law, or for which Your Strata Community is vicariously liable at law;

arising from any Claim first made against You individually or otherwise, or against Your Strata Community Manager while acting as an Office Bearer, during the Period of Insurance; and

- (b) reported to Us during the Period of Insurance,

provided that Claims which do not comply with all of (a) and (b) above are not, other than as provided under **Special Condition 1 of Section 6**, the subject of this insurance or any indemnity.

2. Defence costs

We agree that in relation to any Claim under **Section 6**:

- (a) where indemnity has been confirmed by Us in writing, We will advance Defence Costs arising from such Claim;
- (b) where indemnity has not been confirmed by Us in writing, We will:
 - (i) where We elect to conduct the defence or settlement of such Claim, pay Defence Costs arising from such Claim; or
 - (ii) in any other case, We may at Our discretion advance the Defence Costs arising from such Claim.

In the event the Claim is withdrawn or that indemnity under **Section 6** is subsequently withdrawn or denied We will cease to advance Defence Costs and You will refund any Defence Costs advanced by Us to the extent that We are satisfied that You were not entitled to such Defence Costs, unless We agree in writing to waive recovery of such Defence Costs.

3. Reinstatement of the Sum Insured

When We have paid a Claim under **Section 6** and the limit of the Sum Insured for the Period of Insurance is exhausted, We will reinstate the Sum Insured once only to the amount that is shown on the Schedule, subject to Our right to charge reasonable additional Premium.

► This reinstatement shall not apply to:

- (a) any Claim, fact or circumstance that should have been or could have been notified to Us during the preceding Period of Insurance of **Section 6** or under an earlier Office Bearers Liability section issued by Us;
- (b) any Claim notified to Us for which a Loss payment has not been made;
- (c) any existing Claim on which a Loss payment has been made including any subsequent Claim that may arise from the same Event.

4. Total limit of Our liability

The maximum We will pay for all Claims in respect of any one Period of Insurance is:

- (a) the Sum Insured shown on the Schedule for **Section 6**; and
- (b) when We have reinstated Your cover under **Insuring Clause 3**) an additional amount equal to that Sum Insured,

Inclusive of claimant's costs and expenses and Defence Costs incurred by Us.

Exclusions – what We do not cover

► We will not pay for:

1. Claims arising from any facts or circumstances that You knew of prior to or at the commencement of **Section 6**, or that a reasonable person in the circumstances could be expected to know, that may give rise to a Claim against You.
2. Claims brought about or contributed to by any dishonest or fraudulent, criminal or malicious act or omission of Yours or of any person at any time employed by You.

However this exclusion does not apply to:

- (a) any party or entity not committing or condoning any such act or omission; and
- (b) the costs incurred by You in successfully defending any Claim or suit made against You.

3. Claims for death, bodily injury, sickness, disease, or damage to property.

However this exclusion will not apply to Loss or Damage to Documents that are Your property, or entrusted to You, or costs and expenses incurred by You in replacing or restoring such Documents.

4. Claims resulting from Your intentional decision not to effect and maintain insurances as required by the Strata Schemes Management Act, Strata Titles Act, Community Titles Act, Company Titles Act or similar legislation applying where the Insured Property is situated.
5. Claims arising out of publication or utterance of a libel or slander or other defamatory or disparaging material.
6. fines, penalties, punitive or exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
7. You gaining or having gained any personal profit or advantage to which You are not legally entitled or for which You may be held accountable to Your Strata Community or any individual Member thereof.
8. any money or gratuity given to or taken by You without authorisation by Your Strata Community where such authorisation is necessary pursuant to the articles of Your Strata Community or prescribed law.

9. Claims arising from a conflict of duty or interest of Yours.
10. any intentional exercise of power by You where the exercise of that power is for a purpose other than the purpose for which such power was conferred by the articles of Your Strata Community.
11. any Claim made or threatened or in any way intimated on or before the commencement date specified on the Schedule, except as otherwise provided in **Special Condition 1** of **Section 6**.
12. Claims first notified to Us after the expiry of **Section 6**, except as otherwise provided in **Insuring Clause 1.(b)**.
13. Claims brought against Your Strata Community Manager or any other contracted person(s), firm or company when acting in their professional capacity, except as otherwise provided in **Insuring Clause 1.(a)**.
14. Claims brought against You in a court of law outside Australia.

Special conditions

1. Continuous cover

We agree that if there is a fact or circumstance that should have been or could have been notified to Us during the preceding Period of Insurance of **Section 6** or under an earlier office bearers liability cover issued by Us, We will accept the notification of such fact or circumstance under **Section 6** subject to the following provisos:

- (a) We have continuously been the insurer in respect of office bearers liability cover between the date when such notification should have been given and the date when such notification was in fact given; and
- (b) the terms and conditions applicable to this **Special condition 1** and to that notification will be the terms and conditions, including the Sum Insured and Excess, applicable to **Section 6** current at the time when the notification could or should have been made.

2. Excess

Whenever an Excess is shown on the Schedule, You have to pay or contribute the stated amount for each Claim covered under this **Section 6**.

If more than one person or entity makes a Claim for the same Wrongful Act, that is deemed to be a single Claim for the purpose of application of the Excess.

Only one Excess is payable for Claims arising from the one originating cause or source.

3. Jurisdiction

Any dispute arising out of or under **Section 6** will be subject to the laws of Australia.

4. Reporting and notice

A Claim will be considered to have been first reported to Us at the time You first give written notice to Us that a Claim has been made against You for such Wrongful Act.

5. Settlement

If You refuse to consent to any settlement recommended by Us and elect to continue any legal proceedings in connection therewith, Our liability for the Claim will not exceed the amount for which the Claim was recommended to be settled for including the costs and expenses incurred up to the date of such refusal.

6. Severability and non-imputation

We agree that where **Section 6** insures more than one party, any conduct on the part of any party or parties whereby such party or parties:

- (a) failed to comply with the duty to take reasonable care not to make a misrepresentation in terms of the *Insurance Contracts Act 1984* (Cth); or
- (b) failed to comply with any terms or conditions of **Section 6**,

will not prejudice the rights of the remaining party or parties to indemnity as may be provided by **Section 6**, subject to the following provisos:

- (i) such remaining party or parties be entirely innocent of and have no prior knowledge of any such conduct; and
- (ii) as soon as is reasonably practicable upon becoming aware of any such conduct advise Us in writing of all known facts in relation to such conduct.

7. Subrogation

When We admit a Claim under **Section 6** We will, subject to the *Insurance Contracts Act 1984* (Cth), be subrogated to all Your rights of recovery against all persons or organisations and You will take reasonable steps to execute and deliver instruments and papers and to do all that is necessary to assist Us in the exercise of such rights.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 6** when they begin with a capital letter.

Claim, Claims

means:

- (a) a written or verbal allegation of any Wrongful Act; or
- (b) a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading alleging any Wrongful Act; or
- (c) a criminal proceeding commenced by a summons or charge alleging any Wrongful Act.

Defence Costs

means costs, charges and expenses (other than Your fees, salaries or salaries of Your employees) incurred by Us or with Our written consent (such consent not to be unreasonably withheld):

- (a) in the investigation, defence, monitoring or settlement of any Claim or proceedings and appeals therefrom together with the costs of appeal;
- (b) in the legally compellable attendance by an Office Bearer at any official investigation into the affairs of Your Strata Community.

Documents

means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whether written, printed or reproduced by any other method but does not include currency notes or negotiable instruments of any kind.

Loss

means the amount payable in respect of a Claim made against You for a Wrongful Act and will include damages, judgements, settlements, orders for costs and Defence Costs.

Office Bearer

means:

- (a) a person or other entity appointed by Your Strata Community to act as an officer or member of a committee or council of the Strata Community;
- (b) a Strata Community Manager acting in the capacity of an officer or member of a committee or council of the Strata Community;
- (c) a person invited by an officer or member of a committee or council of the Strata Community to assist in the management of Your Strata Community affairs;

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

Wrongful Act

means any error, misstatement, act or omission, or neglect or breach of duty made, committed, attempted or allegedly made, committed or attempted by You or any matter claimed against You solely by reason:

- (a) of You serving as an Office Bearer; or
- (b) as an Office Bearer on a related building management committee provided at the time of serving as an Office Bearer on that committee You are also an Office Bearer of Your Strata Community.

Where any such Wrongful Act results in more than one Claim covered by Us under this or another Policy, all such Claims will jointly constitute one Loss and be deemed to have originated in the earliest Period of Insurance in which any of such Wrongful Acts is first reported to Us.

MACHINERY BREAKDOWN

In the event of Insured Damage under **Section 7**, You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

What We cover

This Section contains **Parts A** and **B** that provide cover against the following Events that occur during the Period of Insurance.

SECTION 7: PART A

1. We will pay up to the Sum Insured shown on the Schedule for **Section 7**, against Insured Damage to an Insured Item on the basis set out in "Claims – basis of settlement", including the cost of:
 - (a) (i) expediting repair including overtime working;
 - (ii) express or air freight on recognised / scheduled services;
 - (iii) replacing oil and refrigerant gas from air-conditioning units or refrigeration units;
 - (iv) hiring a temporary replacement item where such cost is necessary to maintain a vital service of Yours;
 and provided that the Insured Item is:
 - (b) (i) contained at Your Situation; and
 - (ii) is in the ordinary course of working at the time Insured Damage occurs.

SECTION 7: PART B

Cover under **Part B** applies to You and Lot Owners. The combined total amount We will pay under **Part B** arising out of any one Event that is admitted as a claim under **Section 7** is limited to twenty percent (20%) of the Sum Insured for **Section 7** or such other percentage as We may agree in writing. The following benefits 1 – 3 of **Part B** are included in addition to the Sum Insured for **Section 7**.

1. Rent

When the Common Area or a Lot has been leased out, or can be substantiated by means of a signed agreement or other reasonable evidence that the Common Area or Lot would have been leased out but for the Loss or Damage We will pay You and/or the Lot Owner for the Rent that is lost or would have been lost if Insured Damage occurs and the Common Area or Lot is made unfit to be occupied for its intended purpose by Insured Damage that is admitted as a claim under **Section 7**.

We will pay:

- (a) from the time of the Insured Damage until the time the Common Area or Lot is relet following completion of repairs or replacement provided You or they demonstrate that all reasonable actions have been taken to obtain a new Tenant; or
- (b) the amount of any reasonable rental rebate that is negotiated with an existing Tenant following the happening of Insured Damage until completion of repairs or replacement.

► When the Insured Damage to Your Insured Item is repaired or replaced, We will only pay up to a maximum of three (3) months following the completion of the repair or replacement.

2. Temporary accommodation

When a Lot Owner occupies their Lot We will pay the reasonable cost of Temporary Accommodation they necessarily incur if their Lot is made uninhabitable by Insured Damage that is admitted as a claim under **Section 7**.

We will pay from the time of the Insured Damage until the time they are able to reoccupy their Lot following completion of repairs or replacement.

▶ When the Insured Damage to Your Insured Item is repaired or replaced, We will only pay up to a maximum of three (3) months following the completion of the repair or replacement.

3. Emergency accommodation

When a Lot is occupied by a Lot Owner or Tenant for residential purposes We will pay:

- (a) the Lot Owner; and/or
- (b) the Tenant named on the lease, rental or similar type agreement;

up to \$2,500 a Lot, irrespective of the number of people occupying the Lot, for the reasonable cost of emergency accommodation necessarily incurred in circumstances where two (2) or more Lots are made uninhabitable due to Insured Damage to Your Insured Item that is admitted as a claim under **Section 7**.

Exclusions – what We do not cover

▶ We will not pay for:

1. Damage caused by or arising from:

- (a) Wear and Tear, smut, smoke, soot, rust, corrosion, oxidisation or scale formation;
- (b) Erosion, Earth Movement, sea, high water, high tide, Storm Surge, tidal wave, or Flood;
- (c) an Event that is claimable under **Section 1**;
- (d) chipping, scratching or discolouration of painted, polished or finished surfaces;
- (e) the deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving that had not previously penetrated completely through the entire thickness of the material of the Insured Item, notwithstanding that repair or renewal of the part affected may be necessary either immediately or at some future time, except where caused by Insured Damage and You did not know or should not reasonably have known of the pre-existing condition;
- (f) the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions or ordinary use;
- (g) the tightening of loose parts, recalibration or adjustments; or
- (h) the carrying out of tests involving abnormal stresses or the intentional overloading of any Insured Item.

2. Damage to:

- (a) glass, porcelain or ceramic components;
 - (b) defective tube joints or other defective joints or seams;
 - (c) any valve fitting, shaft seal, gland packing joint or connection except where caused directly by Insured Damage;
 - (d) foundations, brickwork, and refractory materials forming part of an Insured Item;
 - (e) television, video or audio equipment other than security system equipment;
 - (f) expendable items such as electrical and electronic glass bulbs, tubes, lamps and x-ray tubes;
 - (g) electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, microprocessor and/or controller units, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;
 - (h) computers, telecommunication transmitting and receiving equipment, Electronic Data processing equipment, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, stationery and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating electrical wiring, water and gas piping and all other plant and equipment not owned by You; or
 - (i) plant that has been hired or is on loan unless We specifically agree in writing.
3. Consequential loss of any kind other than that which is specifically stated. This means We don't cover You for anything not expressly described in the cover sections of this Policy. Some examples of what We won't pay for include loss of use or Depreciation.
4. Damage caused by the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.
5. Damage occurring during installation or erection other than the dismantling, movement and re-erection for the purpose of cleaning, inspection, repair or installation in another position within the Situation.
6. Damage that is claimable from any manufacturer, supplier, engineer or other person under the provisions of any maintenance or warranty agreement.
7. Loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts.
8. The cost of converting refrigeration/air-conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas.

Claims – basis of settlement

We will at Our option (acting reasonably) repair or replace the Insured Item or pay for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Insured Damage.

We will not make any deduction for Depreciation in respect of parts replaced.

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

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

Special conditions

1. Excess

Whenever an Excess is shown on the Schedule, You have to pay or contribute the stated amount for each loss arising out of or consequent upon that Event.

2. Claims Preparation Costs

We will pay up to \$10,000 for the reasonable costs and other expenses You necessarily incur with Our prior written consent in the preparation of a claim under **Section 7**.

Special definitions

The words listed below have been given a specific meaning and these specific meanings apply to **Section 7** when the words begin with a capital letter.

Insured Damage

means sudden and accidental physical Loss or Damage to the Insured Item that occurs during the Period of Insurance and requires repair or replacement to allow continuation of use.

Insured Item

means:

- (a) lifts, elevators, escalators, inclinators and car stackers provided they are subject to a current comprehensive maintenance agreement;
- (b) all other electrical, electronic and mechanical machinery, boilers and pressure vessels and similar plant,

providing they form part of Your Insured Property or its services.

CATASTROPHE INSURANCE

What We cover

SECTION 8: PART A

We will pay up to the Sum Insured shown on the Schedule for **Section 8**, against the unforeseen increase in the cost of Replacement of Your Insured Property if it is destroyed, or We declare it a Constructive Total Loss, following Loss or Damage admitted as a claim under **Section 1** due to:

- (a) the happening of a Catastrophe; or
- (b) another Event that occurs not later than sixty (60) days after a Catastrophe, provided Your Insured Property has been continuously insured with Us for that period.

SECTION 8: PART B

Cover for benefits 1 to 4 of **Part B** applies to You and Lot Owners. The total amount We will pay under benefits 1 to 4 of **Part B** of **Section 8** is limited to twenty percent (20%) of the Sum Insured for **Section 8** as shown on Your Schedule, or such other percentage as We may agree in writing.

Benefits 1 to 4 are included in addition to the Sum Insured for **Section 8** and apply when Loss or Damage occurs that is covered under **Section 8**.

1. Rent

When the Common Area or a Lot has been leased out, or can be substantiated by means of a signed agreement or other reasonable evidence that the Common Area or Lot would have been leased out but for the Loss or Damage, We will pay You the Rent that is lost or would have been lost if the Common Area or Lot is unfit to be occupied for its intended purpose due to the happening of Loss or Damage covered under **Section 8 - Part A**.

We will pay from the time indemnity provided under benefit 1.(a) of **Part B** of **Section 1** is expended until the time Your Lot or Common Area is relet following completion of rebuilding, replacing or repairing provided You demonstrate that all reasonable actions have been taken to relet the Common Area or Lot.

▶ When the Loss or Damage to Your Insured Property is not rebuilt, replaced or repaired, We will only pay for the time it would have reasonably taken to rebuild, replace or repair Your Common Area or Lot up to a maximum of twelve (12) months.

2. Temporary accommodation

When You occupy Your Lot We will pay the reasonable cost of Temporary Accommodation You necessarily incur if Your Lot is made uninhabitable due to the happening of Loss or Damage covered under **Section 8 - Part A**.

We will pay from the time indemnity provided under benefit 1.(b) of **Part B** of **Section 1** is expended until the time You are able to reoccupy Your Lot following completion of rebuilding, replacing or repairing.

▶ When the Loss or Damage to Your Insured Property is not rebuilt, replaced or repaired, We will only pay for the time it would have reasonably taken to rebuild, replace or repair Your Common Area or Lot up to a maximum of twelve (12) months.

3. Removal, storage

We will pay for the costs You necessarily incur in:

- (a) removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;
- (b) storing the undamaged portion at that place or an equivalent alternate place;
- (c) returning such undamaged portion to Your Situation when restoration work is completed;
- (d) insuring Your undamaged Insured Property during such removal, storage and return.

4. Evacuation costs

When You occupy Your Lot for residential purposes We will pay Evacuation Costs necessarily incurred by You, or any person or persons permanently residing with You, following an order issued by a public or statutory authority or body, entity or person so empowered by law, to evacuate Your Lot.

Claims – basis of settlement

Following Loss or Damage covered under **Section 8 – Part A**, the unforeseen increase in the cost of Replacement is calculated as the difference between the actual cost of Replacement and the greater of either:

- (a) the cost for Replacement of Your Insured Property immediately prior to the Loss or Damage; or
- (b) the Sum Insured for **Section 1 – Part A** in force at the time of the Loss or Damage.

Special provisions

1. No payment will be made under **Section 8** until such time as the unforeseen increase in the cost of Replacement is calculated in accordance with "Claims – basis of settlement".
2. In certifying the cost of Replacement of Your Insured Property at the time immediately prior to the Loss or Damage covered under **Section 8 – Part A** the qualified valuer, loss adjuster or other suitably qualified person will use as the basis of certification:
 - (a) the definition of Replacement in this Policy;
 - (b) benefits covered under **Section 1 – Part A**; and
 - (c) relevant building industry standards and cost of materials guides.
3. After any difference or dispute arises under the Policy relating to calculations for purposes of the "Claims – basis of settlement" provision in **Section 8** You and We may or may not choose to enter into a separate agreement to refer the matter to the President of the Australian Property Institute Inc. who will appoint a specialist qualified valuer. The valuer's decision will, if both You and We so agree, be final and binding. The valuer will also if both You and We agree decide as to payment of the costs of such referral.

Special conditions

Terms and conditions

Section 8 is subject to the same terms, conditions and exclusions as **Section 1** and General exclusions except as they may be expressly varied herein.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 8** when they begin with a capital letter.

Catastrophe

means an Event declared by the Insurance Council of Australia to be a catastrophe.

Evacuation Costs

means costs necessarily incurred for transport to the designated place of evacuation and to Your Situation from the place of evacuation to resume permanent residency.

GOVERNMENT AUDIT COSTS AND LEGAL EXPENSES

In the event of a claim under this **Section 9**, You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

SECTION 9: PART A

Government audit costs

What We cover

1. We will pay up to the Sum Insured shown on the Schedule for **Section 9 – Part A** for Professional Fees You reasonably incur with Our written consent in connection with an Audit first notified to You verbally or in writing during the Period of Insurance.

We will not pay more than the Sum Insured for:

- (a) any Audit first notified to You during the Period of Insurance including any such Audit notified but not finalised until a subsequent Period of Insurance;
 - (b) all Audits notified to You in any one Period of Insurance.
2. We will pay up to \$1,000 in any one Period of Insurance for Professional Fees You reasonably incur with Our written consent in connection with a Record Keeping Audit.

Exclusions – what We do not cover

- ▶ 1. We will not pay for Professional Fees:
 - (a) if prior to the commencement of the Period of Insurance You, or any person acting on Your behalf:
 - (i) received any notice of a proposed Audit;
 - (ii) had information that an Audit was likely to take place; or
 - (iii) had information that would indicate to a reasonable person that an Audit was likely to take place.
 - (b) if a return, or a document required to be lodged in relation to an Audit, has not been lodged:
 - (i) at all;
 - (ii) properly; or
 - (iii) by the due date.
 - (c) for any Audit that is conducted specifically for the purposes of determining if a fine, penalty or prosecution should be imposed in connection with:
 - (i) any act or omission by You; or
 - (ii) any failure, act or omission arising from or in connection with Your statutory obligations.
 - (d) charged by someone other than a Professional Adviser unless We have given Our prior written consent.
 - (e) relating to the Audit of Your taxation and financial affairs unless the return is first lodged:
 - (i) during the Period of Insurance; or
 - (ii) not more than twelve (12) months prior to the original commencement date of **Section 9**; or
 - (iii) relates to a return for a financial year not more than three (3) years prior to the date You receive notification of an Audit.

- (f) relating to an Audit if You fail to comply with any requirement or obligation imposed upon You by any relevant legislation if a return in relation to the Audit was not prepared or reviewed by Your Professional Adviser prior to dispatch.
 - (g) to the extent We are prejudiced by You breaching any conditions in this Policy, including if You fail to take reasonable steps to comply with any requirement imposed by any relevant legislation or fail to do what You must do if You intend to make a claim or You make a claim.
- 2. We will not under any circumstances pay for the cost of:
- (a) any fines, penalties, interest or adjustment of tax, additional tax, duty, government impost or similar charges.
 - (b) any review pertaining to You maintaining any industry status, licence, membership or compliance with any employee related legislation or regulations.
 - (c) the gathering of data or information by any government, statutory body, authority or agency that is not directly part of an Audit.

Special conditions

1. You must:

- (a) make all efforts to comply with the relevant legislation, procedures and guidelines issued by the Australian Taxation Office, or Commonwealth, State or Territory Department, statutory body or agency in relation to the maintenance of records, books and documents;
- (b) lodge taxation and other statutory returns within the prescribed time limits or if an extension is granted within the further period granted;
- (c) upon becoming notified of an Audit or impending Audit promptly inform Strata Community Insurance by telephone, in writing or in person;
- (d) obtain Strata Community Insurance's written approval before engaging a Professional Adviser, other than Your accountant, and notify them of all Professional Fees Your accountant proposes to charge. Please contact Us to confirm approval for these costs.

2. An Audit:

- (a) commences at the time You first receive notice that an Auditor proposes to conduct an Audit; and
- (b) is completed when:
 - (i) the Auditor has given written notice to that effect; or
 - (ii) the Auditor notifies You that it has made a Final Decision of a Designated Liability; or
 - (iii) when the Auditor has issued an assessment or amended assessment of a Designated Liability.

SECTION 9: PART B

Appeal expenses – health and safety breaches

What We cover

We will pay up to the Sum Insured shown on the Schedule for **Section 9 – Part B** for Appeal Expenses You necessarily incur with Our consent in appealing against:

- (a) an improvement or prohibition notice issued to You under any workplace, occupational health, safety or similar legislation applying where Your Insured Property is situated; or
- (b) a determination made against You by a review committee, arbitrator, tribunal or court under any workplace occupational health, safety or similar legislation applying where Your Insured Property is situated.

► We will not pay:

- (a) unless any such notice or determination is first made or first brought against You during the Period of Insurance and You report it to Us during that same period.
- (b) more than the Sum Insured for **Section 9 Part B** for:
 - (i) any notice or determination first made or first brought against You during the Period of Insurance including any such notice or determination not finalised until a subsequent Period of Insurance;
 - (ii) all notices and determinations first notified or made in any one Period of Insurance.
- (c) in respect of any improvement or prohibition notice unless it arises out of Your failure to provide and maintain so far as is reasonably practicable:
 - (i) a safe working environment;
 - (ii) a safe system of work;
 - (iii) plant and substances in a safe condition; or
 - (iv) adequate facilities of a prescribed kind for the welfare of Your employees.

SECTION 9: PART C

Legal defence expenses

What We cover

We will pay up to the Sum Insured shown on the Schedule for **Section 9 – Part C** for Legal Defence Expenses You necessarily incur with Our written consent in connection with litigation arising out of a claim first made or first brought against You:

- (a) in connection with Your ownership of Your Common Area and Insured Property;

- (b) under the *Competition and Consumer Act 2010* (Cth) or under any other consumer protection legislation;
- (c) arising out of any dispute with an employee, former employee or prospective employee:
 - (i) concerning the terms and conditions of their contract of employment or alleged contract of employment with You;
 - (ii) leading to civil or criminal proceedings under any race relations, sexual discrimination or any other Australian anti-discrimination Legislation.

Legal Defence Expenses associated with any appeal which We consent to or which We bring under **Special condition 1** are included in the Sum Insured for **Part C** for the Period of Insurance in which the claim under appeal was first made or brought against You.

► **We will not pay:**

- (a) unless:
 - (i) any such claim is first made or first brought against You during the Period of Insurance;
 - (ii) You report it to Us during the Period of Insurance; and
 - (iii) We agree there are reasonable grounds for the defence of any such claim.
- (b) more than the Sum Insured for **Part C** for:
 - (i) any claim first made or first brought against You during the Period of Insurance including any such claim not finalised, or appeal not brought or finalised, until after the Period of Insurance has expired;
 - (ii) all claims first made or first brought against You in any one Period of Insurance and any appeals in relation to those claims.

Excess and Contribution

For each and every claim made or brought against You, You must pay:

- (a) by way of Excess - the amount shown on the Schedule; plus
- (b) by way of Contribution - the percentage shown on the Schedule.

Examples based on a Sum Insured of \$50,000:	(1)	(2)	(3)
Cost of Legal Expenses	\$20,000	\$50,000	\$80,000
less Your Excess (e.g. \$1,000)	\$1,000	\$1,000	\$1,000
Net fees after the deduction of the Excess	\$19,000	\$49,000	\$79,000
less Your Contribution (e.g. 10% of the net fees)	\$1,900	\$4,900	\$7,900
Amount claimable (=Sum Insured limit)	\$17,100	\$44,100	\$50,000*

Exclusions – what We do not cover under Part C

- 1. We will not pay Legal Defence Expenses for any claim:
 - (a) that You have defended without Our written consent;
 - (b) that You have defended contrary to or in a different manner from that advised by the Appointed Representative, to the extent that any additional Legal Defence Expenses are incurred as a result;
 - (c) where cover is available to You within any other section of this Policy or would have been available but for the operation of any clause limiting or excluding cover, even if You did not purchase that cover;
 - (d) arising from circumstances that You knew of prior to the commencement of **Section 9**, or that a reasonable person in the circumstances could be expected to know, to be circumstances that may give rise to a claim against You;
 - (e) arising from a deliberate act, including a deliberate act of fraud or dishonesty, on Your part if a judgment or other final adjudication adverse to You establishes that such act was committed or attempted by You with actual dishonest purpose or intent and was material to the cause of action so adjudicated;
 - (f) between You and Us including Our Directors, employees or agents;
 - (g) that involves a conflict of duty or interest of Yours; or
 - (h) made or threatened or in any way intimated on or before the commencement date shown on the Schedule.
- 2. We will not pay for:
 - (a) the cost of litigation or proceedings initiated by You;
 - (b) the payment of any compensation or damages of any kind; and
 - (c) Legal Defence Expenses associated with any appeal unless the claim under appeal was first made or brought against You during the Period of Insurance.

Special conditions

1. Appeal procedure

If You are dissatisfied with any decision made by a court or tribunal and wish to appeal against that decision, You must:

- (a) make a further written application to Us for Our written consent at least five (5) clear business days prior to the expiry of the time for instituting an appeal; or
- (b) if the time allowed by law to appeal is less than five (5) clear business days, You must advise Us as soon as practicable.

Your application or advice must state the reasons, as fully as possible, for making an appeal.

If We are dissatisfied with any decision made by a court or tribunal and wish to appeal that decision You must reasonably cooperate with Us in the bringing of such an appeal. In this event We will pay all costs involved.

2. Bill of costs

You must forward Us all bills of costs or other communications relating to fees and expenses as soon as practicable after receipt by You. If requested by Us, You will instruct the Appointed Representative to submit the bill of costs for taxation or adjudication by any relevant professional body, court or tribunal.

You must not without Our written approval enter into any agreement with the Appointed Representative as to the level of fees and expenses to be charged. Further You must not represent to the Appointed Representative that all fees and expenses charged to Your account are insured by this Policy.

3. Consent

We will not be liable to indemnify You unless You have first obtained Our specific written consent to incur Legal Defence Expenses in the defence of any claim made or brought against You. Please contact Us to confirm consent to these Legal Defence Expenses. The granting of any such consent will not be unreasonably withheld.

4. Information to be given to the Appointed Representative

You will at all times and at Your own expense give to the Appointed Representative all such information and assistance as reasonably required. You will take reasonable steps to ensure that You give a complete and truthful account of the facts of the case, supply all documentary and other evidence in Your possession relating to the claim, obtain and sign all documents required to be obtained and signed and attend any meetings or conferences when requested.

5. Jurisdiction

Any dispute arising out of or under **Section 9** will be subject to the laws of Australia.

6. Nomination of Appointed Representative

You may request Us to nominate a solicitor to act as Your Appointed Representative or if You elect to nominate Your own solicitor to act as the Appointed Representative, You must submit the name and address of that solicitor to Us. We may accept or refuse such nomination and We cannot unreasonably withhold Our consent.

After any difference or dispute arises under the Policy relating to the nomination of an Appointed Representative You and We may or may not choose to enter into a separate agreement to refer the matter to the President of the Law Society within Your State to nominate an

Appointed Representative. During this period We will be entitled but not bound to instruct an Appointed Representative on Your behalf if We consider it necessary to do so to safeguard Your immediate interests. The decision of the President of the Law Society within Your State will, if both You and We so agree, be final and binding. In all cases the Appointed Representative will be appointed in Your name and will act on Your behalf.

7. Offer of settlement

You must inform Us as soon as reasonably possible if You receive an offer to settle a claim. If You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay. If such offer of settlement is, in Our judgment, considered to be fair and reasonable and You withhold Your agreement to such a settlement and elect to continue legal proceedings Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such settlement offer.

Further if You refuse a recommendation by the Appointed Representative to settle a claim and elect to continue legal proceedings, Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such refusal.

8. Our access to the Appointed Representative

You will do all things reasonably necessary to allow Us to obtain from the Appointed Representative any information, report, documents or advice relating to the claim. However You will not be prejudiced if the Appointed Representative refuses to make such information, report, documentation or advice available to Us on the grounds that to do so might prejudice Your interests in any litigation that is involved or may be commenced.

9. Recovery of Legal Defence Expenses

If You are awarded costs, You must take all reasonable steps to recover such fees and expenses for which You are indemnified by **Part C**. All such fees and expenses actually recovered will be taken into account when calculating Our liability.

10. Reporting and notice

A specific claim will be considered to have been first reported to Us at the time You first give written notice to Us of the receipt of written or oral notice from any party or entity that it is the intention of such party or entity to hold You responsible for a civil or criminal act.

11. Subrogation

In the event of a payment under **Part C** to You or on Your behalf We will, subject to the *Insurance Contracts Act 1984* (Cth), be subrogated to all Your rights of recovery of Legal Defence Expenses against all persons or organisations and You will take reasonable steps to execute and deliver instruments and papers and to do all that is necessary to assist Us in the exercise of such rights.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 9** when they begin with a capital letter.

Appeal Expenses

means legal costs, professional costs and other disbursements necessarily and reasonably incurred with Our consent in connection with a claim brought against You.

Appointed Representative

means a solicitor, barrister, assessor, consultant, investigator or other appropriately qualified person instructed to act on Your behalf in connection with any claim with respect to which Legal Defence Expenses are payable under **Section 9**.

Audit

means an audit or investigation of Your taxation and financial affairs by the Australian Taxation Office, or by a Commonwealth, State or Territory Department, statutory body or agency in relation to and following the lodgement of Your return(s), including but not limited to Business Activity Statement (BAS), Capital Gains Tax, Fringe Benefits Tax, Income Tax, Prescribed Payment and Group Tax Returns, Payroll Tax, Stamp Duty, Compliance with *Superannuation Industry Supervision Act 1993* (Cth) and Workers Compensation Returns.

Auditor

means an officer who is authorised under Commonwealth, State or Territory legislation to carry out an Audit of Your taxation or financial affairs.

Contribution

means the proportion of Legal Defence Expenses payable by You in addition to the Excess. The Contribution is payable on the net Legal Defence Expenses after deduction of the Excess.

Designated Liability

means Your obligation to pay an amount under Commonwealth, State or Territory Legislation.

Final Decision

means a written notification of the Auditors' completed views in connection with a Designated Liability and includes any written statement that is intended by the Auditor to be its findings or the basis upon which it proposes to act in connection with a Designated Liability.

Legal Defence Expenses

means the reasonable:

- (a) fees, expenses and other disbursements necessarily and fairly incurred by You through an Appointed Representative in connection with any claim brought against You including costs and expenses of expert witnesses as well as those incurred by Us in connection with any such claim;

- (b) legal fees, expenses and other disbursements necessarily and fairly incurred in appealing or resisting an appeal from the judgment or determination of a court, arbitrator or tribunal.

Professional Adviser

means:

- (a) an accountant who is a member of a nationally recognised accounting body, registered tax agent or tax consultant;
- (b) any other professional person or consultant engaged by or at the recommendation of the accountant with Our prior written approval but does not mean You or any person working for You under a contract of employment.

Professional Fees

means the reasonable and necessary fees, costs and disbursements incurred in connection with an Audit that would be payable by You to Your Professional Adviser for work undertaken in connection with an Audit, but does not mean or include fees, costs and disbursements that:

- (a) form part of an annual or fixed fee or cost arrangement; or
- (b) relate to any subsequent objection or appeal or request for review in respect of the Audit, or any assessment, amended assessment or Final Decision of the Auditor; or
- (c) were rendered by a third party in relation to which Our written consent was not obtained before those fees were incurred; or
- (d) relate to or are associated with the preparation of any accounts, financial statements or documents or to any attendance or service that would have been or would or should ordinarily or prudently have been prepared prior to or at the time that the lodgement of any return or document was required to be lodged in connection with a Designated Liability.

Record Keeping Audit

means any enquiry or investigation, other than an Audit, to determine the extent of Your compliance with the record keeping requirements of relevant legislation that You have to comply with.

LOT OWNERS' FIXTURES AND IMPROVEMENTS

What We cover

When You have exhausted Your Sum Insured under **Part A of Section 1** We will pay up to the amount shown in the Schedule for **Section 10** any one Lot for:

- (a) Loss or Damage to Lot Owners' Fixtures and Improvements caused by an Event claimable under **Section 1**, and
- (b) which occurs during the Period of Insurance.

The total amount We will pay under **Section 10** arising out of any one Event that is admitted as a claim is limited to ten percent (10%) of the Sum Insured for **Section 1** or such other percentage as We may agree in writing.

Section 10 is subject to the same terms, conditions and exclusions as **Section 1** and General exclusions except as they may be expressly varied herein.

Claims – basis of settlement

If Lot Owners' Fixtures and Improvements are lost or damaged, We may choose (acting reasonably) to either replace, repair or pay the amount it would cost to replace or repair.

The amount We pay under **Section 10** will be the cost of Replacement at the time of Replacement subject to the following provisions:

- (a) the necessary work of replacing or repairing must be commenced and carried out without unreasonable delay (provided that You will not be responsible for any delay caused by Us);

- (b) if You cause unreasonable delays in commencing or carrying out replacement or repair, We will not pay any extra costs that result from that delay;
- (c) where materials used in the original construction are not readily available We will use the nearest equivalent available; and
- (d) when We choose to pay the amount it would cost to rebuild, replace or repair, We will pay You the reasonable cost to rebuild, replace or repair.

► We will not pay for any costs:

- (i) to rebuild, replace, repair, upgrade, alter or remove Your undamaged Insured Property;
- (ii) to rebuild, replace, repair, upgrade, alter or remove Illegal or Non-Compliant Installations.

Special definition

The words listed below have been given a specific meaning and apply to **Section 10** when they begin with a capital letter.

Lot Owners' Fixtures and Improvements

means any fixture or structural improvement, other than Floating Floors, installed by a Lot Owner for their exclusive use and which is permanently attached to Your Building, including any improvements made to an existing fixture or structure.

LOSS OF LOT MARKET VALUE

What We cover

If during the Period of Insurance Your Insured Property suffers Loss or Damage by an Event claimable under **Section 1** and permission to rebuild is limited or restricted under an ordinance or regulation issued by a public or statutory authority We will, if the loss results in:

- (a) a total loss or Constructive Total Loss of Your Insured Property and Your Strata Community Title and all Lot Titles are terminated; or
- (b) a partial loss resulting in some but not all Lot Titles being terminated;

pay You the difference between:

- (i) the Market Value of the Lot(s) immediately prior to the happening of Loss or Damage; and
- (ii) the amount calculated on the percentage that the Lot(s) entitlement bears to the total Strata Community entitlement in respect of:
 - the Sum Insured for **Section 1** on the basis of Agreed Value; and
 - the Market Value of the Strata Community land following Loss or Damage.

The total amount We will pay for all Lots shall not exceed the Sum Insured shown on the Schedule for Section 11.

Example 1

All Lots Titles are terminated:

Market Value of all Lots prior to Loss or Damage occurring	\$10,000,000
less Sum Insured payout under Section 1	\$7,000,000
less sale/value of land	\$2,000,000
net loss of Market Value	\$1,000,000

Amount recoverable if the Sum Insured under **Section 11** is:

(a) \$1,000,000 or greater	\$1,000,000
(b) \$500,000	\$500,000

Example 2

All Lots Titles are terminated:

Market Value of the individual Lots prior to Loss or Damage occurring	\$1,000,000
less Lot entitlement to Section 1	\$700,000
less Lot entitlement to sale/value of land	\$200,000
net loss of Market Value	\$100,000

Amount recoverable if the Sum Insured under **Section 11** is:

(a) \$1,000,000 or greater	\$100,000
(b) \$500,000	\$100,000

Special conditions

- Following loss no payment will be made under **Section 11** until such time as all or specific Lot Titles have been terminated and a valuation has been provided to Us detailing:
 - (a) the Market Value of Lots where Title has been terminated at the time immediately prior to Loss or Damage; and
 - (b) the Market Value of Your land after loss.
 These valuations must be certified by a specialist valuer who is registered and qualified to carry out such valuations in accordance with accepted valuation practices of the Australian Property Institute Inc.
- After any difference or dispute arises under the Policy relating to such valuations You and We may or may not choose to enter into a separate agreement to refer the matter to the President of the Australian Property Institute Inc. who will appoint a specialist valuer who is registered and qualified to carry out such valuations in accordance with accepted valuation practices. The valuer's decision will, if both You and We so agree, be final and binding. The valuer if both You and We agree also decide as to payment of the costs of such referral.

Special definitions

Market Value

means the price reasonably obtainable for property in the general market.



**STRATA
COMMUNITY
INSURANCE**

stratacommunityinsure.com.au

1300 SCINSURE (1300 724 678)

myenquiry@scinsure.com.au



Residential
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Community
Association