

MAGAIN

Denham Property Sales Pty Ltd T/A Magain Real Estate
Shop 2, 515 Brighton Road, Brighton 5048
Tel: 08 8398 1494 Agent No: 299713

FORM 1 - Vendor's Statement

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

Contents

- Preliminary
- Part A – Parties and land
- Part B – Purchaser's cooling off rights and proceeding with the purchase
- Part C – Statement with respect to required particulars
- Part D – Certificate with respect to prescribed inquiries by registered agent
- Schedule



Preliminary

To the purchaser:

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

Karly Louise Miller

Address:

Unit 3/54 Walkers Road, Somerton Park SA 5044

4 Vendor's registered agent:

Denham Property Sales Pty Ltd T/A Magain Real Estate

Address:

Shop 2, 515 Brighton Road, Brighton 5048

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

6 Description of the land:

[Identify the land including any certificate of title reference]

The land situated at Unit 3/54 Walkers Road, Somerton Park SA 5044 and being whole of the land in

Certificate of Title Volume 6200 Folio 574 and being whole of Lot 3 Primary Community Strata Plan 40882 in

the Area named Somerton Park in the Hundred of Noarlunga

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

To the purchaser:

Right to cool-off (section 5)

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

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

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

2 – Time for service

The cooling-off notice must be served–

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

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

3 – Form of cooling-off notice

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

4 – Methods of service

The cooling-off notice must be–

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

Unit 3/54 Walkers Road, Somerton Park SA 5044

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

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

travis@magain.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:

Shop 2, 515 Brighton Road, Brighton 5048

(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~~,

Karly Louise Miller

of

Unit 3/54 Walkers Road, Somerton Park SA 5044

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: _____ Signed: _____

Date: _____ Signed: _____

**PART D – CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT
(section 9)**



To the purchaser:

I,

Mel Robey

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: _____ Signed: _____

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

SCHEDULE – DIVISION 1

PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND

(section 7(1)(b))

Note –

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

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

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

TABLE OF PARTICULARS

Column 1	Column 2	Column 3
----------	----------	----------

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

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

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

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

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

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

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

Column 1	Column 2	Column 3
1. General		
<p>1.1 Mortgage of land</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 style="text-align: center; font-size: 2em; opacity: 0.5;">N/A</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>Number of mortgage (if registered):</p> <p>Name of mortgagee:</p>	<p><input type="checkbox"/></p> <p>YES/NO</p> <p>YES/NO</p>
<p>1.2 Easement</p> <p>(whether over the land or annexed to the land)</p> <p>Note - "Easement" includes rights of way and party wall rights.</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to Property Interest Report (Page 12)</p> <p>Description of land subject to easement:</p> <p>Refer to Property Interest Report (Page 12)</p> <p>Nature of easement:</p> <p>Electricity and Telecommunications Infrastructure - Building Restrictions and Statutory Easements (including those related to gas, water and sewage)</p> <p>Are you aware of any encroachment on the easement?</p> <p>NO</p> <p>(If YES, give details):</p> <p>If there is an encroachment, has approval for the encroachment been given?</p> <p>(If YES, give details):</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>
<p>1.3 Restrictive covenant</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 style="text-align: center; font-size: 2em; opacity: 0.5;">N/A</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>Nature of restrictive covenant:</p> <p>Name of person in whose favour restrictive covenant operates:</p> <p>Does the restrictive covenant affect the whole of the land being acquired?</p> <p>(If NO, give details):</p> <p>Does the restrictive covenant affect land other than that being acquired?</p>	<p><input type="checkbox"/></p> <p>YES/NO</p> <p>YES/NO</p>

Column 1	Column 2	Column 3
<p>1.4 Lease, agreement for lease, tenancy agreement or licence</p> <p>(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Names of parties:</p> <p>Period of lease, agreement for lease etc: From: To: Amount of rent or licence fee: 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>	<p><input type="checkbox"/></p> <p>YES/NO</p> <p>YES/NO</p>
<p>5. Development Act 1993 (repealed)</p>		
<p>5.1 section 42 - Condition (that continues to apply) of a development authorisation</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Refer to City of Holdfast Bay Council Searches</p> <p>Condition(s) of authorisation: Refer to City of Holdfast Bay Council Searches</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>
<p>6. Repealed Act conditions</p>		
<p>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)</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Nature of condition(s):</p>	<p><input type="checkbox"/></p> <p>YES/NO</p> <p>YES/NO</p>
<p>7. Emergency Services Funding Act 1998</p>		
<p>7.1 section 16 - Notice to pay levy</p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Refer to Certificate of Emergency Services Levy Payable</p> <p>Date of notice: 26/01/2026</p> <p>Amount of levy payable: \$0.00</p>	<p><input checked="" type="checkbox"/></p> <p>YES</p> <p>YES</p>

Column 1	Column 2	Column 3
19. Land Tax Act 1936		
19.1 Notice, order or demand for payment of land tax	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to Certificate of Land Tax Payable</p> <p>Date of notice, order or demand: 26/01/2026</p> <p>Amount payable (as stated in the notice): \$0.00</p>	<p><input checked="" type="checkbox"/></p> <p>YES</p> <p>YES</p>
29. Planning, Development and Infrastructure Act 2016		
29.1 Part 5 - Planning and Design Code	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to City of Holdfast Bay Council Searches & Section 7 report</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):</p> <p>Refer to City of Holdfast Bay Council Searches & Section 7 report</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area? NO</p> <p>Is the land designated as a local heritage place? NO</p> <p>Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? NO</p> <p>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? NO</p> <p>Note- For further information about the Planning and Design Code visit https://code.plan.sa.gov.au.</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</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>		
29.2 section 127 - Condition (that continues to apply) of a development authorisation	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p><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> <p style="font-size: 2em; text-align: center;">N/A</p>		

Column 1	Column 2	Column 3
34. Water Industry Act 2012		
34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement	<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>Refer to Certificate of Water and Sewer Charges & Encumbrance Information</p> <p>Date of notice or order: 26/1/2026</p> <p>Name of person or body who served notice or order: SA Water</p> <p>Amount payable (if any) as specified in the notice or order: \$176.30</p> <p>Nature of other requirement made (if any) as specified in the notice or order: Refer to Certificate of Water and Sewer Charges & Encumbrance Information</p>	<input checked="" type="checkbox"/> YES YES

SCHEDULE – DIVISION 2

OTHER PARTICULARS

(section 7(1)(b))

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



1 Name of community corporation:

Community Corporation 40882 Inc.

Address of community corporation:

54 WALKERS ROAD, SOMERTON PARK

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

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

(a) particulars of contributions payable in relation to the lot (including details of arrears of contributions related to the lot):
Particulars supplied (Statement pursuant to Section 139 – Community Titles Act 1996)

(b) particulars of assets and liabilities of the community corporation:
Particulars supplied (Statement pursuant to Section 139 – Community Titles Act 1996)

(c) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute:
Particulars supplied (Statement pursuant to Section 139 – Community Titles Act 1996)

(d) if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract:
Particulars supplied (Statement pursuant to Section 139 – Community Titles Act 1996)

(e) if the lot is a community lot, particulars of the lot entitlement of the lot:
Particulars supplied (Statement pursuant to Section 139 – Community Titles Act 1996)

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

4 Documents supplied by the community corporation that are enclosed:

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

YES

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

YES

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

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

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

6 The following documents are enclosed:

~~(a) a copy of the scheme description (if any) and the development contract (if any);~~

(b) a copy of the by-laws of the community scheme.

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

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

Name:

Whittles

Address:

176 Fullarton Road Dulwich SA 5065

Note—

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

**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 of South Australia at www.lsc.sa.gov.au.

You can also seek advice from a legal practitioner.

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.

REAL PROPERTY ACT, 1886



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



Certificate of Title - Volume 6200 Folio 574

Parent Title(s) CT 6154/276
Creating Dealing(s) ACT 12769102
Title Issued 27/11/2017 Edition 2 Edition Issued 20/10/2022

Estate Type

FEE SIMPLE

Registered Proprietor

KARLY LOUISE MILLER
OF 29 PARTRIDGE STREET GLENELG SA 5045

Description of Land

LOT 3 PRIMARY COMMUNITY STRATA PLAN 40882
IN THE AREA NAMED SOMERTON PARK
HUNDRED OF NOARLUNGA

Easements

NIL

Schedule of Dealings

NIL

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
26/07/2017	12769103	BY-LAWS	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

PURPOSE:	PRIMARY COMMUNITY STRATA	AREA NAME:	SOMERTO
MAP REF:	6628/50/R	COUNCIL:	CITY OF H
LAST PLAN:	F59100	DEVELOPMENT NO:	110/C015/

AGENT DETAILS:	CAVALLO, FOREST & ASSOCIATES 9 GEORGE STREET HINDMARSH SA 5007 PH: 83460440 FAX:	SURVEYORS CERTIFICATION:	I Rocco C infrastruct the Comm 17th day o
AGENT CODE:	CAFO		
REFERENCE:	13-280CP		

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER
CT	6154	276		ALLOTMENT(S)	257

OTHER TITLES AFFECTED:

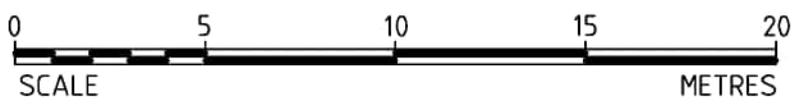
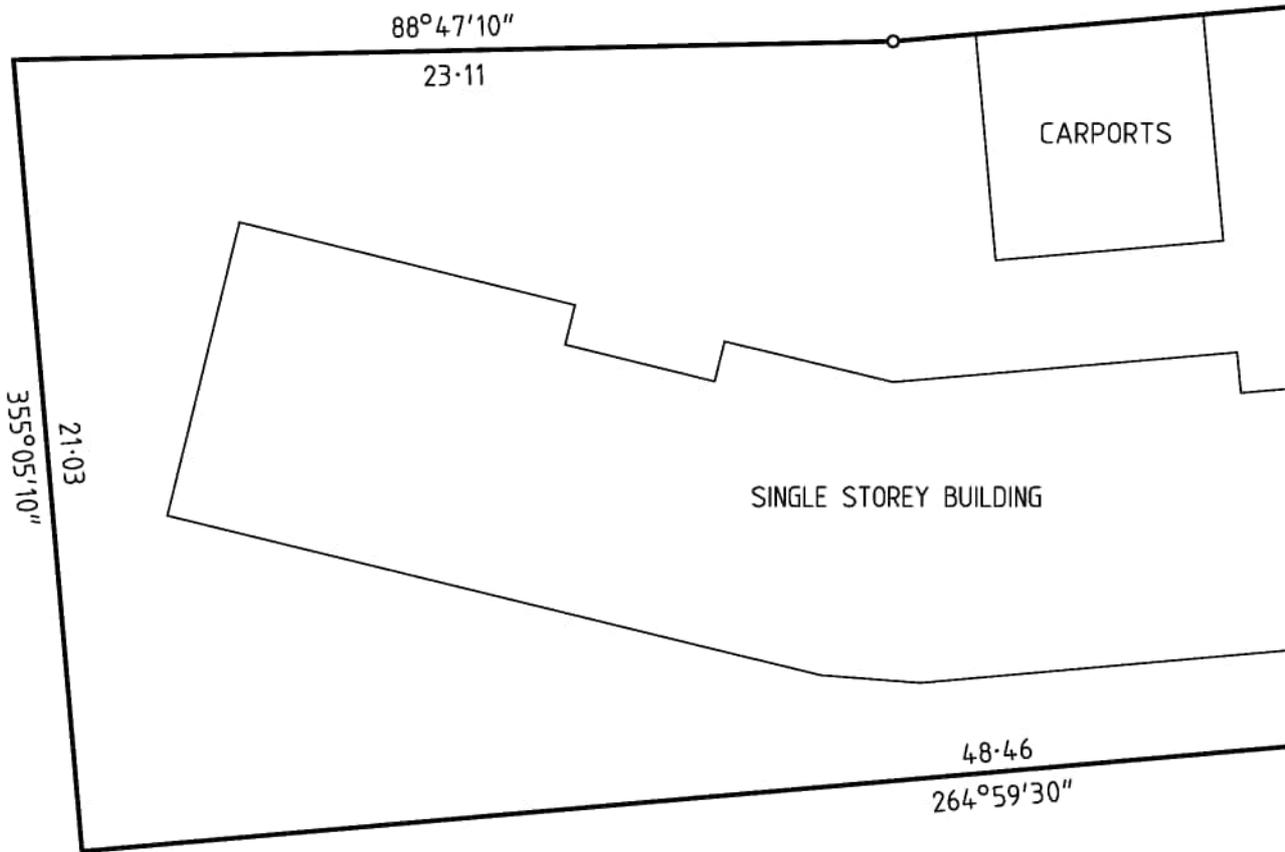
EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER

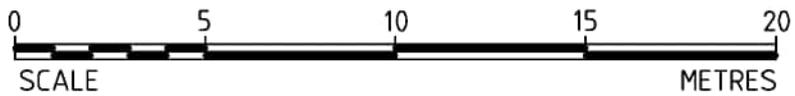
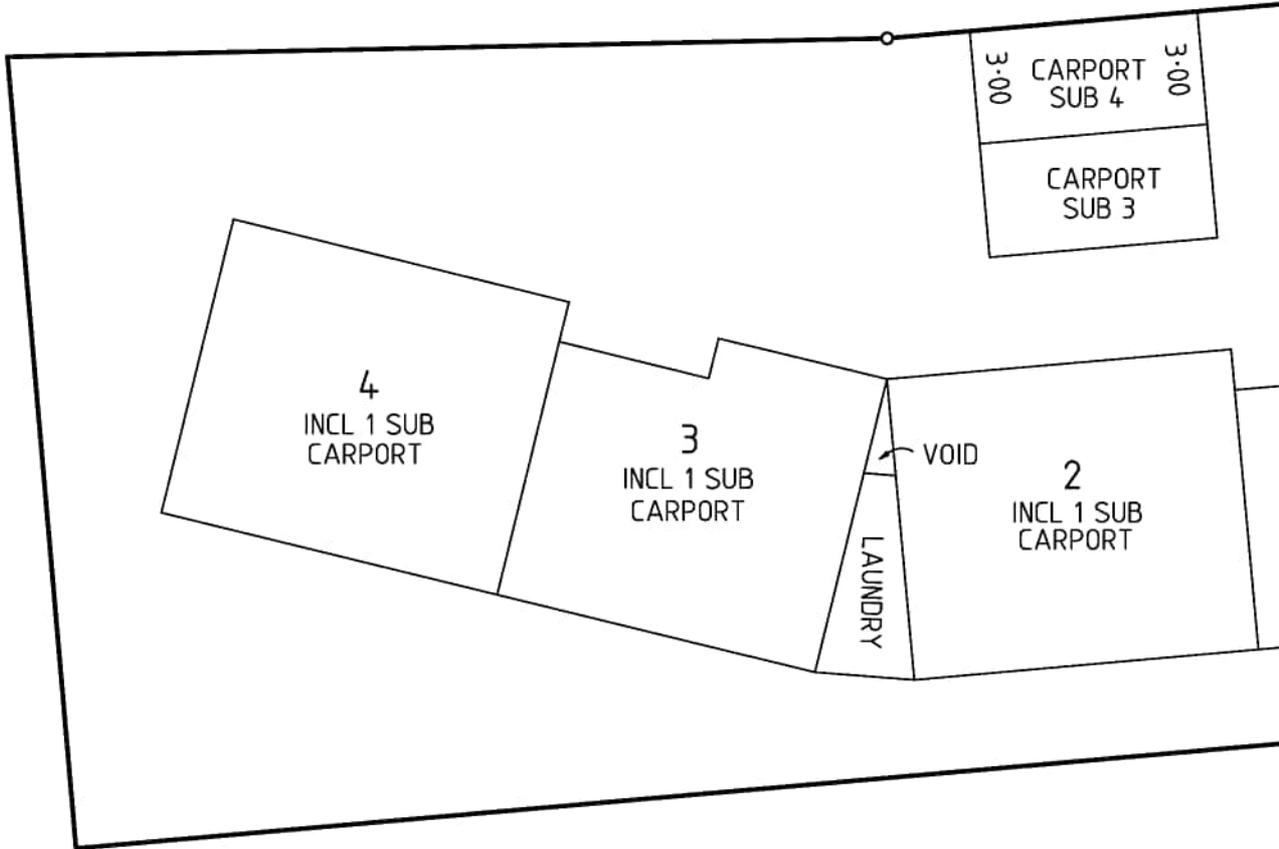
ANNOTATIONS:

SITE PLAN

F11090



GROUND FLOOR PLAN



LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBD
1	2,500	
2	2,500	
3	2,500	
4	2,500	
AGGREGATE	10,000	

Property Interest Report

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

Title Reference	CT 6200/574	Reference No. 2749338
Registered Proprietors	K L*MILLER	Prepared 23/01/2026 15:52
Address of Property	Unit 3, 54 WALKERS ROAD, SOMERTON PARK, SA 5044	
Local Govt. Authority	CITY OF HOLDFAST BAY	
Local Govt. Address	PO BOX 19 BRIGHTON SA 5048	

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

Table of Particulars

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

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

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

1. General

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

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

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

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

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

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

also

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

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

3. **Burial and Cremation Act 2013**

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

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

6. Repealed Act conditions

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

7. Emergency Services Funding Act 1998

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

8. Environment Protection Act 1993

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

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

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

17. Land Acquisition Act 1969

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

18. Landscape South Australia Act 2019

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

Act

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

19. **Land Tax Act 1936**

- | | | |
|------|---|--|
| 19.1 | Notice, order or demand for payment of land tax | A Land Tax Certificate will be forwarded.
If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.

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

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

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

21. **Local Government Act 1999**

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

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

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

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

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

24. **Mining Act 1971**

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

24.9	Proclamation with respect to a private mine	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
25. Native Vegetation Act 1991		
25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.2	section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.3	section 25D - Management agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.4	Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation	DEW Native Vegetation has no record of any refusal or condition affecting this title
26. Natural Resources Management Act 2004 (repealed)		
26.1	section 97 - Notice to pay levy in respect of costs of regional NRM board	The regional landscape board has no record of any notice affecting this title
26.2	section 123 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
26.3	section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
26.4	section 135 - Condition (that remains in force) of a permit	The regional landscape board has no record of any notice affecting this title
26.5	section 181 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
26.6	section 183 - Notice to prepare an action plan for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
26.7	section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
26.8	section 187 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
26.9	section 193 - Protection order to secure compliance with specified provisions of the Act	The regional landscape board has no record of any order affecting this title
26.10	section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any order affecting this title
26.11	section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any authorisation affecting this title
27. Outback Communities (Administration and Management) Act 2009		
27.1	section 21 - Notice of levy or contribution payable	Outback Communities Authority has no record affecting this title

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

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

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

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

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

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

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

30. *Plant Health Act 2009*

30.1 section 8 or 9 - Notice or order concerning pests

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

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

31.1 Part 3 - Notice

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

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

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

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

34. *Water Industry Act 2012*

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

35. *Water Resources Act 1997 (repealed)*

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

36. **Other charges**

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

Other Particulars

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

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

Additional Information

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

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

Notices

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

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

Building restrictions

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

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

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

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

Statutory easements

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

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

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

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

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

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

Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

Certificate of Title

Title Reference CT 6200/574
Status CURRENT
Easement NO
Owner Number 17596357
Address for Notices 29 PARTRIDGE ST GLENELG, SA 5045
Area NOT AVAILABLE

Estate Type

Fee Simple

Registered Proprietor

KARLY LOUISE MILLER
OF 29 PARTRIDGE STREET GLENELG SA 5045

Description of Land

LOT 3 PRIMARY COMMUNITY STRATA PLAN 40882
IN THE AREA NAMED SOMERTON PARK
HUNDRED OF NOARLUNGA

Last Sale Details

There are no sales details recorded for this property

Constraints

Encumbrances

NIL

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1220462404	CURRENT	Unit 3, 54 WALKERS ROAD, SOMERTON PARK, SA 5044

Notations

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
26/07/2017 11:40	12769103	BY-LAWS	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1220462404
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2018
Property Location	Unit 3, 54 WALKERS ROAD, SOMERTON PARK, SA 5044
Local Government	HOLDFAST BAY
Owner Names	KARLY LOUISE MILLER
Owner Number	17596357
Address for Notices	29 PARTRIDGE ST GLENELG, SA 5045
Zone / Subzone	GN - General Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1310 - Ground Floor Home Unit Only
Description	4H/UNIT CP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C40882 LOT 3	CT 6200/574

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$445,000	\$560,000			
Previous	\$385,000	\$485,000			

Building Details

Valuation Number	1220462404
Building Style	Conventional
Year Built	1955
Building Condition	Basic

Wall Construction	Brick
Roof Construction	Corrugated Cement Sheet
Equivalent Main Area	66 sqm
Number of Main Rooms	4

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

Certificate of Title

Title Reference: CT 6200/574
Status: CURRENT
Parent Title(s): CT 6154/276
Dealing(s) Creating Title: ACT 12769102
Title Issued: 27/11/2017
Edition: 2

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
17/10/2022	20/10/2022	13898185	DISCHARGE OF MORTGAGE	REGISTERED	12815066
25/10/2017	27/11/2017	12815066	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Certificate of Title

Title Reference: CT 6200/574
Status: CURRENT
Edition: 2

Dealings

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

Priority Notices

NIL

Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
26/07/2017	27/11/2017	12769103	BY-LAWS	FILED	C40882

Registrar-General's Notes

No Registrar-General's Notes exist for this title



holdfast.sa.gov.au

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

27 January 2026

Oakridge Conveyancers
PO Box 115
OLD REYNELLA SA 5161

CERTIFICATE – COUNCIL CHARGES

VALUER GEN NO: 1220462404	BILLING NO: 4068
SECTION/ALLOT:	Allot 3 Sec 206 CP 40882 Vol 6200 Fol 574
HUNDRED:	Noarlunga
PROPERTY ADDRESS:	3/54 Walkers Road SOMERTON PARK SA 5044
CERTIFICATE OF TITLE:	CT 6200/574
OWNER:	Karly L Miller

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

Rates and Arrears - prior to 30/06/2025	0.00
Legal Fees	0.00
Rates for current financial year	1,331.35
Postponed Rates for current financial year	0.00
Postponed Interest for current financial year	0.00
Fines and interest for current financial year	0.00
Less Rate Capping	0.00
Less Rebate	0.00
Less Adjustments / Payments Received	(665.35)
Balance of rates and other monies due and payable	\$666.00
Instalment/s Due:	
Due 02/03/2026	\$333.00
Due 01/06/2026	\$333.00



Street Numbering

Please note Council's official street number for this property is **3/54 Walkers Road SOMERTON PARK SA 5044.***

Payment of Rates at Settlement

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

Payment of rates can be made via B-Pay – Biller Code 10132 and Reference Number 4068

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

Update of Rates Searches

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

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

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



AUTHORISED OFFICER



holdfast.sa.gov.au

Brighton Civic Centre 24 Jetty Road, Brighton SA 5048

PO Box 19 Brighton SA 5048

P 08 8229 9999 F 08 8298 4561

Glenelg Customer Service Centre and Library

2 Colley Terrace, Glenelg SA 5045

Oakridge Conveyancers
PO Box 115
OLD REYNELLA SA 5161

Dear Sir/Madam

RE: REQUEST FOR INFORMATION

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

Yours faithfully

Pamela Jackson
Chief Executive Officer

PROPERTY ADDRESS:

CERTIFICATE NO:

**PRESCRIBED INFORMATION
DEVELOPMENT SECTION**

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

BUILDING ACT 1971

CITY OF ADELAIDE DEVELOPMENT CONTROL ACT 1976

PLANNING AND DEVELOPMENT ACT 1966

PLANNING ACT 1982

No

DEVELOPMENT PLAN UNDER THE DEVELOPMENT ACT 1993

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

N/A (Refer attached Section 7 Report)

Is the land situated in a designated State Heritage Area?

No

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

No

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

No

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

No

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

Application Number: 110/00239/14

Application Description: Community title land division creating four lots and 4 sub lots from one allotment

Decision Date: 07 May 2014

1. That the lot and sub lot areas and dimensions shall be as shown on the plans submitted to and approved by Council unless varied by any subsequent conditions imposed herein.
2. Payment of \$25952 into the Planning and Development Fund (1 allotment @ \$6488/allotment).
3. Payment may be made by credit card via the internet www.edala.sa.gov.au <<http://www.edala.sa.gov.au>> or by phone (8303 0724), by cheque payable to the Development Assessment Commission marked "Not Negotiable" and sent to GPO Box 1815, Adelaide, 5001 or in person, Level 5, 136 North Terrace, Adelaide.

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

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

No

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

Refer Certificate of Title for any details.

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

No

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

No

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

No

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

No

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

No

Date of commencement of proceedings

N/A

Date of determination or order (if any).

N/A

Terms of determination or order (if any)

N/A

Note: Building Indemnity insurance is not required for –

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

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

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

No

Note:

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

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

It is should be noted that –

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

CERTIFIED DEVELOPMENT SECTION



DATE 27/01/2026

Data Extract for Section 7 search purposes

Valuation ID 1220462404

Data Extract Date: 27/01/2026

Important Information

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

Parcel ID: C40882 FL3

Certificate Title: CT6200/574

Property Address: UNIT 3 54 WALKERS RD SOMERTON PARK SA 5044

Zones

General Neighbourhood (GN)

Subzones

No

Zoning overlays

Overlays

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

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

Affordable Housing

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

Building Near Airfields

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

Heritage Adjacency

The Heritage Adjacency Overlay seeks to ensure development adjacent to State and Local Heritage Places maintains the heritage and cultural values of those places.

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Signif Retirement Facility Supported Accom Sites

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

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

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

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

PRESCRIBED INFORMATION
HEALTH SECTION

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

CERTIFIED HEALTH SECTION



DATE 27/01/2026

PRESCRIBED INFORMATION
GENERAL SECTION

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

CERTIFIED GENERAL SECTION



DATE 27/01/2026

City of Holdfast Bay

PO Box 19
BRIGHTON SA 5048

Tax Invoice Official Receipt

ABN: 62 551 270 492

23/01/2026 Receipt No: 2528900

To: Oakridge Conveyancers
 PO Box 115
 OLD REYNELLA SA 5161

Serving Our Community

Applic	Reference	Amount
--------	-----------	--------

Certs

CERT1053/25		\$85.50
To 3/54 Walkers Road SOMERTON PARK SA 5044		

Transaction Total: \$85.50

Includes GST of: \$0.00

Amounts Tendered

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

Thank you for your Payment

Printed 23/01/2026 4:19:14 PM



ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 2749338

THE TRUSTEE FOR THE SPRULES FAMILY TRUS
OAKRIDGE CONVEYANCERS
POST OFFICE BOX 115
OLD REYNELLA SA 5161

DATE OF ISSUE

26/01/2026

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

OWNERSHIP NUMBER	OWNERSHIP NAME			
17596357	K L MILLER			
PROPERTY DESCRIPTION				
U3 54 WALKERS RD / SOMERTON PARK SA 5044 / LT 3				
ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
1220462404	CT 6200/574	\$560,000.00	R4 1.000	RE 0.400
LEVY DETAILS:				
	FIXED CHARGE	\$	50.00	
	+ VARIABLE CHARGE	\$	189.50	
FINANCIAL YEAR	- REMISSION	\$	114.05	
2025-2026	- CONCESSION	\$	0.00	
	+ ARREARS / - PAYMENTS	\$	-125.45	
	= <u>AMOUNT PAYABLE</u>	\$	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 26/04/2026



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

OFFICIAL: Sensitive

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billor Code: 456285 Ref: 7013797217</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au <small>® Registered to BPAY Pty Ltd ABN 69 079 137 518</small></p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
--	--	--

ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2749338

DATE OF ISSUE

26/01/2026

THE TRUSTEE FOR THE SPRULES FAMILY TRUS
OAKRIDGE CONVEYANCERS
POST OFFICE BOX 115
OLD REYNELLA SA 5161

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME

K L MILLER

FINANCIAL YEAR

2025-2026

PROPERTY DESCRIPTION

U3 54 WALKERS RD / SOMERTON PARK SA 5044 / LT 3

ASSESSMENT NUMBER

1220462404

TITLE REF.
(A "+" indicates multiple titles)

CT 6200/574

TAXABLE SITE VALUE

\$445,000.00

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			
= <u>AMOUNT PAYABLE</u>	\$	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 26/04/2026



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

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: 7013797126</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
--	--	---

ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

Account Number 12 20462 40 4	L.T.O Reference CT6200574	Date of issue 26/1/2026	Agent No. 793	Receipt No. 2749338
--	------------------------------	----------------------------	------------------	------------------------

OAKRIDGE CONVEYANCERS
 PO BOX 115
 OLD REYNELLA SA 5161
 info@oakridgeconveyancers.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: K L MILLER
Location: U3 54 WALKERS RD SOMERTON PARK LT3 C40882
Description: 4H/UNIT CP **Capital Value:** \$ 560 000
Rating: Residential

Periodic charges

Raised in current years to 31/3/2026

			\$
	Arrears as at: 30/6/2025	:	0.00
Water main available:	1/7/2018	Water rates	246.90
Sewer main available:	1/7/2018	Sewer rates	282.00
		Water use	0.00
		SA Govt concession	0.00
		Recycled Water Use	0.00
		Service Rent	0.00
		Recycled Service Rent	0.00
		Other charges	0.00
		Goods and Services Tax	0.00
		Amount paid	352.60CR
		Balance outstanding	176.30

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

Next quarterly charges: Water supply: 82.30 Sewer: 94.00 Bill: 1/4/2026

This account has no meter of its own but is supplied from account no 12 20462 01 7.

The Water Use apportionment option is Nil.

The property owner is currently using SA Water Corporation's direct debit system to pay water and sewer charges. Please advise the customer to make arrangements to cease the current direct debit payment method prior to property settlement.

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

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

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

South Australian Water Corporation

Name:
K L MILLER

Water & Sewer Account
Acct. No.: **12 20462 40 4**

Amount: _____

Address:
U3 54 WALKERS RD SOMERTON PARK
LT3 C40882

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1220462404



Bill code: 8888
Ref: 1220462404

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: 1220462404



Better communities.
The Whittles way.

176 Fullarton Road
Dulwich SA 5065

08 8291 2300
whittles.com.au

28/01/26

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

OAKRIDGE CONVEYANCING
PO BOX 115
OLD REYNELLA, SA, 5161

Dear Sir/Madam

RE: Community Corporation 40882 Inc.
54 WALKERS ROAD, SOMERTON PARK
ABN: 95704349359
Lot: 00003
OWNER: Ms K L Miller

The following details are provided pursuant to your request for information under the Community Titles Act 1996.

Lot Entitlement Value:

The Lot Entitlement Value is 4000 of a total 16000.

Financial Status of the Lot Owner:

The contribution payable to the Administration Fund is currently \$600.00 per quarter paid to 14/02/26. No GST is included within this contribution.

The contribution payable to the Sinking Fund is currently \$13.00 per quarter paid to 14/02/26. No GST is included within this contribution.

Arrears are as follows:

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

TOTAL ARREARS ARE: \$0.00 as at 28/01/2026. NEXT CONTRIBUTION IS DUE 15/02/2026.

(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:

** Individual Lot water consumption paid by Lot owner **

** Common property water consumption paid by Community Corporation 40882 Inc. **

The Secretary has been asked to source a quote on replacing the roof at the group, noting that the presence of asbestos will substantially increase the cost of any repairs or replacement. A levy across all units will need to be raised if the work goes ahead.

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

Special Levies

No special levies payable.

Financial Status of the Community Title

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

The fund currently stands to the credit of:

Administrative Fund	\$2,716.31CR
Sinking Fund	\$378.79CR (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 Lot 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 Lot.

This statement is issued on the basis that any payment by the Lot 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 Lot holder.

Yours faithfully



Susan Brennan
Corporation Manager
susan.brennan@whittles.com.au

WHITTLES MANAGEMENT SERVICES PTY LTD

On behalf of the Corporation 28/01/2026

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:
Oakridge Conveyancing
PO BOX 115, OLD REYNELLA

Community Corporation 40882 Inc.
54 WALKERS ROAD, SOMERTON PARK
Lot: 00003
OWNER: Ms K L Miller

Susan Brennan

TAX INVOICE

28/01/2026

Whittles Management Services
ABN 31 493 603 726
PO Box 309
KENT TOWN SA 5071

Oakridge Conveyancing
PO BOX 115
OLD REYNELLA SA 5161

DESCRIPTION: Searching and completing document for provisions of
Section 139 of the Community Titles Act, 1996, Lot : 00003 at
54 WALKERS ROAD, SOMERTON PARK

Community Corporation 40882 Inc.

FEE:	As prescribed	\$60.00	PAID
	Plus 10% GST	\$6.00	PAID

TOTAL DUE:		\$66.00	PAID
-------------------	--	---------	------

OWNER: Ms K L Miller

With Compliments

Administrative Fund Statement of Income & Expenditure

COMMUNITY CORP.40882 INC
54 Walkers Road SOMERTON PARK SA 5044
1 May 2024 to 30 April 2025
Printed 04/06/25 08:38

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	8,258.00	8,900.00	(642.00)	8,690.00
Interest-Contributions arrears	0.00	0.00	0.00	16.20
Special levy-Insurance renewal	3,500.00	3,500.00	0.00	600.00
Transfer-From Sinking fund	0.00	0.00	0.00	320.00
TOTAL FUND INCOME	11,758.00	12,400.00	(642.00)	9,626.20
FUND EXPENDITURE				
Cleaning	88.00	0.00	(88.00)	0.00
Debt collection fees	44.00	0.00	(44.00)	44.00
Debt collection fees recovery	(44.00)	0.00	44.00	(132.00)
Grounds	2,409.00	900.00	(1,509.00)	900.00
Insurance renewals	2,948.39	3,000.00	51.61	5,331.50
Management - Additional services fee	44.00	0.00	(44.00)	0.00
Management - Agreed Services	1,028.00	1,028.00	0.00	928.00
Management - Asset Maintenance Services	80.00	80.00	0.00	72.00
Management - Disbursement Fees	343.44	343.40	(0.04)	328.93
Plumbing	259.60	300.00	40.40	323.16
Utilities-Water	1,436.87	1,500.00	63.13	1,297.83
TOTAL FUND EXPENDITURE	8,637.30	7,151.40	(1,485.90)	9,093.42
FUND SURPLUS (DEFICIT)	3,120.70	5,248.60	(2,127.90)	532.78

Administrative Fund Statement of Assets & Liabilities

COMMUNITY CORP.40882 INC

54 Walkers Road SOMERTON PARK SA 5044

30 April 2025

Printed 04/06/25 08:38

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	470.57	(62.21)
Surplus/(Deficit) For Period	3,120.70	532.78
	<hr/>	<hr/>
TOTAL FUNDS	3,591.27	470.57
	<hr/>	<hr/>
ASSETS		
Cash at Bank (MBL)	1,530.78	493.34
Sundry Receivables	2,068.49	0.00
	<hr/>	<hr/>
TOTAL ASSETS	3,599.27	493.34
	<hr/>	<hr/>
LIABILITIES		
Accrued Expenses	8.00	22.77
	<hr/>	<hr/>
TOTAL LIABILITIES	8.00	22.77
	<hr/>	<hr/>
NET ASSETS	3,591.27	470.57
	<hr/>	<hr/>

Sinking Fund Statement of Income & Expenditure

COMMUNITY CORP.40882 INC

54 Walkers Road SOMERTON PARK SA 5044

1 May 2024 to 30 April 2025

Printed 04/06/25 08:38

	YTD Actual	YTD Budget	Variance	Last Year
<hr/>				
FUND INCOME				
Contributions	195.00	200.00	(5.00)	234.00
TOTAL FUND INCOME	195.00	200.00	(5.00)	234.00
<hr/>				
FUND EXPENDITURE				
Painting	0.00	0.00	0.00	44.00
Transfer	0.00	0.00	0.00	320.00
TOTAL FUND EXPENDITURE	0.00	0.00	0.00	364.00
<hr/>				
FUND SURPLUS (DEFICIT)	195.00	200.00	(5.00)	(130.00)
<hr/>				

Sinking Fund Statement of Assets & Liabilities

COMMUNITY CORP.40882 INC

54 Walkers Road SOMERTON PARK SA 5044

30 April 2025

Printed 04/06/25 08:38

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	27.79	157.79
Surplus/(Deficit) For Period	195.00	(130.00)
TOTAL FUNDS	222.79	27.79
ASSETS		
Cash at Bank (MBL)	222.79	27.79
TOTAL ASSETS	222.79	27.79
LIABILITIES		
TOTAL LIABILITIES	0.00	0.00
NET ASSETS	222.79	27.79

Consolidated Statement of Assets & Liabilities

COMMUNITY CORP.40882 INC

54 Walkers Road SOMERTON PARK SA 5044

30 April 2025

Printed 04/06/25 08:38

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	498.36	95.58
Surplus/(Deficit) For Period	3,315.70	402.78
	<hr/>	<hr/>
TOTAL FUNDS	3,814.06	498.36
	<hr/>	<hr/>
ASSETS		
Cash at Bank (MBL)	1,753.57	521.13
Sundry Receivables	2,068.49	0.00
	<hr/>	<hr/>
TOTAL ASSETS	3,822.06	521.13
	<hr/>	<hr/>
LIABILITIES		
Accrued Expenses	8.00	22.77
	<hr/>	<hr/>
TOTAL LIABILITIES	8.00	22.77
	<hr/>	<hr/>
NET ASSETS	3,814.06	498.36
	<hr/>	<hr/>

Notes to the Financial Statements
COMMUNITY CORP.40882 INC
54 Walkers Road SOMERTON PARK SA 5044
30 April 2025
Printed 04/06/25 08:38

Investments Nil

The following balances relate to amounts received or owing as at 30/04/2025

Receivables - Owner Arrears Nil

Debtors Nil

Allocated Advance Payments

Unit/Lot Details	Admin	
	Contributions	Total
00002	148.00	148.00
00004	10.00	10.00
Totals	158.00	158.00

Outstanding Creditors Nil

Unallocated Advance Payments Nil

Summary of Significant Accounting Policies

COMMUNITY CORP.40882 INC

54 Walkers Road SOMERTON PARK SA 5044

1 May 2024 to 30 April 2025

Printed 04/06/25 08:38

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.

13 August 2025

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for COMMUNITY CORP.40882 INC 54 Walkers Road, SOMERTON PARK, SA, 5044.

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

Susan Brennan
Body Corporate Manager



Better communities.
The Whittles way.

**Minutes of the Annual General Meeting
COMMUNITY CORP.40882 INC**

Meeting Date	Thursday, 07 August 2025		
Meeting Location	Unit 3, 54 Walkers Road, SOMERTON PARK, SA, 5044		
Time	04:00 PM	Closed: 04:30 PM	
Lots Represented	00001	J M M Pople & A Waring	Owner present
	00002	Ms P J Bromson	Electronic vote
	00003	Ms K L Miller	Owner present
Chairperson	Ms K L Miller presided over the meeting. It was agreed that Susan Brennan, Body Corporate Manager, would assist by conducting the meeting.		
Additional Attendees	Susan Brennan representing Whittles Management Services Pty Ltd		
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy). Those owners who were in arrears were not considered towards the quorum count.		

Item 1

Declaration of Interest

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

Motion 2

Acceptance of Minutes

Ordinary Resolution

PASSED BY SIMPLE MAJORITY that in accordance with the provisions of s81(5)(b) of the *Community Titles Act 1996*, the minutes of the Annual General Meeting held on 25 JUL 2024 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.

Passed by Simple Majority

Motion 3

Acceptance of Statement of Accounts

Ordinary Resolution

PASSED BY SIMPLE MAJORITY that in accordance with the provisions of s81(5) (d) of the *Community Titles Act 1996* (amended), the unaudited Statement of Accounts for the financial year ending 30 APR 2024, which have been circulated to all members, is accepted.

Passed by Simple Majority

Motion 4

Appointment of Manager

Ordinary Resolution

PASSED BY SIMPLE MAJORITY that the Body Corporate under s76(9) of the *Community Titles Act 1996*:

- 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 MAY 2025 to 30 APR 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.

Passed by Simple Majority

Election of Office Bearers and Committee

It was resolved that in accordance with s76(1) & 90(1) of the *Community Titles Act 1996*, the meeting appoint Office Bearers and Committee Members.

Limitations Imposed

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

Committee Meetings should be conducted in accordance with s91 to 99 of the *Community Titles Act 1996*.

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

Election of Presiding Officer

Lot 3 - Ms K L Miller has been elected unopposed as Presiding Officer.

Election of Secretary

Lot 3 - Ms K L Miller has been elected unopposed as Secretary.

Election of Treasurer

Lot 3 - Ms K L Miller has been elected unopposed as Treasurer.

Item 6

Accredited Contractors (Advice)

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

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

Item 7

Annual Compliance Register (Advice)

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

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

Item 8

Current Insurance Details (Advice)

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

Motion 9		
Insurance Renewal	Ordinary Resolution	
<p>PASSED BY SIMPLE MAJORITY that the Body Corporate Manager is to arrange quotes and/or renewal of the Body Corporate's insurance for a sum insured of \$1,080,000 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 lot, the lot owner may be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate.</p> <p>Whittles recommends consideration be given to the following additional cover options if not already included in the policy; office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown.</p> <p><u>Contents Insurance</u> The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for contents of their lots, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that lot owners should be separately insured for cover in relation to their own premises.</p> <p>The Body Corporate's Certificate of Currency/Insurance is available for viewing at whittles.com.au through your owner portal.</p>		
<p>Passed by Simple Majority</p>		

Item 10		
<p><u>GUTTERS</u> The meeting was advised that the gutters had been recently realigned. It was agreed to monitor their performance during periods of heavy rainfall to assess effectiveness. The manager will liaise with the owner of Unit 4 to inspect the downpipe at Unit 1 and determine possible measures to improve water flow.</p> <p><u>WATERING OF GARDENS</u> The owners of unit 1 advised that they are happy to do the watering at the group in areas where needed.</p> <p><u>ROOF REPLACEMENT</u> There was considerable discussion regarding the replacement of the group's roof. While this matter has been raised previously, a building inspector, who had attended in the past and recently reattended in connection with the sale of Unit 1, reported significant deterioration of the roof. The Secretary will arrange for a quote for the works, noting that the presence of asbestos will substantially increase the cost of any repairs or replacement.</p>		

Motion 11		
Administrative Fund Budget	Ordinary Resolution	
<p>PASSED BY SIMPLE MAJORITY that in accordance with s81(5)(d) (iii) of the <i>Community Titles Act 1996</i>, the attached Administrative Fund budget be approved and adopted.</p> <p>Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of \$2,400.00 for the financial year ending 30 APR 2026.</p> <p>This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year.</p> <p>Contributions will be raised equally in respect of each lot.</p>		
Passed by Simple Majority		

Motion 12		
Sinking Fund Budget	Ordinary Resolution	
<p>PASSED BY SIMPLE MAJORITY that in accordance with s116 of the <i>Community Titles Act 1996</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 \$52.00 for the financial year ending 30 APR 2026.</p> <p>This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year..</p> <p>Contributions will be raised equally in respect of each lot.</p>		
Passed by Simple Majority		

Motion 13		
Insufficient Funds Special Levy Authority	Ordinary Resolution	
<p>PASSED BY SIMPLE MAJORITY that should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Presiding Officer, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with equally in respect of each lot and must not exceed the sum of \$5,000.00.</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>		
Passed by Simple Majority		

Motion 14		
Interest Charged on Overdue Contributions/Levies	Ordinary Resolution	
<p>PASSED BY SIMPLE MAJORITY that in accordance with the provisions of s114 (4) of the <i>Community Titles Act 1996</i>, the Body Corporate will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date.</p> <p>The Presiding Officer is authorised to waive penalty interest charges in extenuating circumstances at their discretion.</p>		
<p>Passed by Simple Majority</p>		

Motion 15		
Recovery of Overdue Contributions/Levies	Ordinary Resolution	
<p>PASSED BY SIMPLE MAJORITY that in accordance with s114 (7) of the <i>Community Titles Act 1996</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 COMMUNITY CORP.40882 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. 		
<p>Passed by Simple Majority</p>		

Item 16		
Next Meeting & Closure		
<p>The next AGM will be held on a date to be advised in July 2026.</p>		



Better communities.
The Whittles way.

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

COMMUNITY CORP.40882 INC
54 WALKERS ROAD, SOMERTON PARK

Year ending April 2026

ADMINISTRATIVE FUND

	May-Jul 25	Aug-Oct 25	Nov-Jan 26	Feb-Apr 26	Annual Total
INCOME					
Contributions	2,300.00	2,400.00	2,400.00	2,400.00	\$9,500.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-158.00	-0.00	-0.00	-0.00	<u>-\$158.00</u>
Total	2,142.00	2,400.00	2,400.00	2,400.00	<u>\$9,342.00</u>
EXPENDITURE					
Grounds	625.00	625.00	625.00	625.00	\$2,500.00
Insurance - Renewal	0.00	0.00	3,300.00	0.00	\$3,300.00
Management - Agreed Services	282.00	282.00	282.00	282.00	\$1,128.00
Management - Asset Maintenance Services	20.00	20.00	20.00	20.00	\$80.00
Management - Disbursement Fees	68.25	68.25	68.25	68.25	\$273.00
Plumbing	75.00	75.00	75.00	75.00	\$300.00
Technology and System Fees	17.60	17.60	17.60	17.60	\$70.40
Utilities - Water	375.00	375.00	375.00	375.00	<u>\$1,500.00</u>
Total	1,462.85	1,462.85	4,762.85	1,462.85	<u>\$9,151.40</u>

SINKING FUND

	May-Jul 25	Aug-Oct 25	Nov-Jan 26	Feb-Apr 26	Annual Total
INCOME					
Contributions	50.00	50.00	50.00	50.00	\$200.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-0.00	-0.00	-0.00	-0.00	<u>-\$0.00</u>
Total	50.00	50.00	50.00	50.00	<u>\$200.00</u>

CASH FLOW SUMMARY

	May-Jul 25	Aug-Oct 25	Nov-Jan 26	Feb-Apr 26	Annual Total
<u>ADMINISTRATIVE FUND</u>					
Opening Balance	3,591.27	4,270.42	5,207.57	2,844.72	\$3,591.27
Add: Contributions	2,300.00	2,400.00	2,400.00	2,400.00	\$9,500.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	158.00	0.00	0.00	0.00	\$158.00
Minus: Expenditures	1,462.85	1,462.85	4,762.85	1,462.85	\$9,151.40
CLOSING BALANCE	4,270.42	5,207.57	2,844.72	3,781.87	\$3,781.87
<u>SINKING FUND</u>					
Opening Balance	222.79	272.79	322.79	372.79	\$222.79
Add: Contributions	50.00	50.00	50.00	50.00	\$200.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	0.00	0.00	0.00	0.00	\$0.00
CLOSING BALANCE	272.79	322.79	372.79	422.79	\$422.79

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 16000
 Number of Lots 4

	— Effective from 15/08/25 —		— Effective from 15/08/25 —	
Lot Number	LEV	ADMIN Fund	LEV	SINKING Fund
1	4000	\$600	4000	\$13
2	4000	\$600	4000	\$13
3	4000	\$600	4000	\$13
4	4000	\$600	4000	\$13
QUARTERLY TOTAL		<u>\$2,400.00</u>		<u>\$52.00</u>



Strata and Community Title Services

1 August 2024

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for COMMUNITY CORP.40882 INC 54 Walkers Road, SOMERTON PARK, SA, 5044.

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

Susan Brennan
Body Corporate Manager

**Minutes of the Annual General Meeting
COMMUNITY CORP.40882 INC**

Meeting Date	25 July 2024		
Meeting Location	Unit 3, 54 Walkers Road, SOMERTON PARK, SA, 5044		
Time	04:00 PM	Closed: 04:30 PM	
Lots Represented	00001	Ms K L Miller	Proxy present
	00002	Ms K L Miller	Proxy present
	00003	Ms K L Miller	Owner present
By Proxy	00001	A D Mackereth	Proxy Name: Ms K L Miller
	00002	Ms P J Bromson	Proxy Name: Ms K L Miller
Chairperson	Ms K L Miller		
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy). Those owners who were in arrears were not considered towards the quorum count.		

Item 1

Declaration of Interest

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

Motion 2

Acceptance of Minutes

Ordinary Resolution

PASSED BY SIMPLE MAJORITY that in accordance with the provisions of s81(5)(b) of the *Community Titles Act 1996*, the minutes of the Annual General Meeting held on 11 JUL 2023 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.

Passed by Simple Majority

Motion 3

Acceptance of Statement of Accounts

Ordinary Resolution

PASSED BY SIMPLE MAJORITY that in accordance with the provisions of s81(5) (d) of the *Community Titles Act 1996* (amended), the unaudited Statement of Accounts for the financial year ending 30 APR 2024, which have been circulated to all members, is accepted.

Passed by Simple Majority

Motion 4**Appointment of Manager****Ordinary Resolution**

PASSED BY SIMPLE MAJORITY that the Body Corporate under s76(9) of the *Community Titles Act 1996*:

- 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 MAY 2024 to 30 APR 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.

Passed by Simple Majority**Election of Office Bearers and Committee**

THAT in accordance with s76(1) & 90(1) of the *Community Titles Act 1996*, the meeting appoint Office Bearers and Committee Members.

Limitations Imposed

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

Committee Meetings should be conducted in accordance with s91 to 99 of the *Community Titles Act 1996*.

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

Election of Presiding Officer

Ms K L Miller has been elected unopposed as Presiding Officer.

Election of Secretary

Ms K L Miller has been elected unopposed as Secretary.

Election of Treasurer

Ms K L Miller has been elected unopposed as Treasurer.

Election of Ordinary Member/s

No nominees were selected for Ordinary Member/s, this place remains to be filled.

Item 6		
Accredited Contractors (Advice)		
<p>To ensure compliance with work health and safety requirements to protect both contractors and Body Corporates, Whittles only engage accredited contractors who comply with state and territory legislation. If the Body Corporate decides, by act or omission to engage a contractor who is not accredited with Whittles, the Body Corporate acts as the Person Conducting a Business or Undertaking, in regard to the common property for the purposes of occupational health and safety legislation. This means, that if the contractor engaged by the Body Corporate does not have the necessary accreditation, an injured party may seek damages from the Body Corporate.</p> <p>The Corporate Manager will only request quotations from, and instruct works to be undertaken on behalf of the Body Corporate, by accredited contractors. However, non-accredited contractor's invoices will be processed for payment only when instructed to do so by the Body Corporate Chairperson or a person authorised by the Body Corporate to do so.</p>		

Item 7		
Annual Compliance Register (Advice)		
<p>The <i>Work Health and Safety Act 2012</i>, recognises that a Body Corporate's common property is a workplace, as such the Body Corporate is responsible for ensuring the workplace is free from hazard, as far as reasonably practicable. Whittles has established a register to ensure owners are fully aware of their legislative and reporting requirements for the Body Corporate. Many different areas are subject to annual compliance and the Body Corporate Manager may review at the meeting all Body Corporate obligations and where necessary, update any compliance reports required to be held on file.</p> <p>All legislative compliance reports will be reviewed promptly as required and any maintenance attended to in accordance with Australian Standards or Industry best practice using qualified and reputable practitioners. To ensure that the Body Corporate obligations are met and maintained during the year, the Compliance Register will be updated throughout the year.</p>		

Item 8		
Current Insurance Details (Advice)		
<p>A copy of the Body Corporate's current certificate of currency/insurance is available for viewing at whittles.com.au through your owner portal.</p>		

Motion 9

Insurance Renewal

Ordinary Resolution

DEFEATED BY SIMPLE MAJORITY that the Body Corporate Manager is to arrange quotes and/or renewal of the Body Corporate's insurance for a sum insured of \$1,080,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request.

Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular lot, the lot owner may be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate.

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.

Contents Insurance

The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for contents of their lots, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that lot owners should be separately insured for cover in relation to their own premises.

Defeated by Simple Majority

Before the meeting, the owner of unit 1 and the manager discussed the insurance renewal. It was decided to obtain a quote from AAMI. The manager facilitated this, and the AAMI quote was significantly lower than the one from MGA. Consequently, it was agreed to proceed with the AAMI quote immediately, resulting in a savings of approximately \$2000 for the group. Additionally, the manager will arrange for a property valuation.

Item 10

General Business

The manager will organise for the gutters to be checked and cleaned.

Motion 11

Administrative Fund Budget

Ordinary Resolution

PASSED BY SIMPLE MAJORITY that in accordance with s81(5)(d) (iii) of the *Community Titles Act 1996*, the attached Administrative Fund budget be approved and adopted.

Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of \$2,300.00 for the financial year ending 30 APR 2025.

This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year.

Contributions will be raised equally in respect of each lot.

Passed by Simple Majority

Motion 12		
Sinking Fund Budget	Ordinary Resolution	
<p>PASSED BY SIMPLE MAJORITY that in accordance with s116 of the <i>Community Titles Act 1996</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 \$52.00 for the financial year ending 30 APR 2025.</p> <p>This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year.</p> <p>Contributions will be raised equally in respect of each lot.</p>		
Passed by Simple Majority		

Motion 13		
Insufficient Funds Special Levy Authority	Ordinary Resolution	
<p>PASSED BY SIMPLE MAJORITY that should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Presiding Officer, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with equally in respect of each lot and must not exceed the sum of \$5,000.00.</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>		
Passed by Simple Majority		

Motion 14		
Special Levy	Ordinary Resolution	
<p>PASSED BY SIMPLE MAJORITY that a levy totalling \$3,500.00 be raised to those persons registered as proprietors of a lot and be made payable on or before 31 JUL 2024 for the purpose of building insurance.</p> <p>Contributions will be raised in accordance with Lot Entitlement Values.</p>		
Passed by Simple Majority		

Motion 15		
Interest Charged on Overdue Contributions/Levies	Ordinary Resolution	
<p>PASSED BY SIMPLE MAJORITY that in accordance with the provisions of s114 (4) of the <i>Community Titles Act 1996</i>, the Body Corporate will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date.</p> <p>The Presiding Officer is authorised to waive penalty interest charges in extenuating circumstances at their discretion.</p>		
Passed by Simple Majority		

Motion 16		
Recovery of Overdue Contributions/Levies	Ordinary Resolution	
<p>PASSED BY SIMPLE MAJORITY that in accordance with s114 (7) of the <i>Community Titles Act 1996</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 COMMUNITY CORP.40882 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. 		
Passed by Simple Majority		

Item 17		
Next Meeting & Closure		
The next AGM will be held on a date to be advised in June 2025.		

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

COMMUNITY CORP.40882 INC
54 WALKERS ROAD, SOMERTON PARK

Year ending April 2025

ADMINISTRATIVE FUND

	May-Jul 24	Aug-Oct 24	Nov-Jan 25	Feb-Apr 25	Annual Total
INCOME					
Contributions	2,000.00	2,300.00	2,300.00	2,300.00	\$8,900.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-500.00	-0.00	-0.00	-0.00	-\$500.00
Special levy - Insurance renewal	0.00	0.00	3,500.00	0.00	\$3,500.00
Total	1,500.00	2,300.00	5,800.00	2,300.00	\$11,900.00
EXPENDITURE					
Grounds	225.00	225.00	225.00	225.00	\$900.00
Insurance - Renewal	0.00	0.00	3,000.00	0.00	\$3,000.00
Management - Agreed Services	257.00	257.00	257.00	257.00	\$1,028.00
Management - Asset Maintenance Services	20.00	20.00	20.00	20.00	\$80.00
Management - Disbursement Fees	68.25	68.25	68.25	68.25	\$273.00
Plumbing	75.00	75.00	75.00	75.00	\$300.00
Technology and System Fees	17.60	17.60	17.60	17.60	\$70.40
Utilities - Water	375.00	375.00	375.00	375.00	\$1,500.00
Total	1,037.85	1,037.85	4,037.85	1,037.85	\$7,151.40

SINKING FUND

	May-Jul 24	Aug-Oct 24	Nov-Jan 25	Feb-Apr 25	Annual Total
INCOME					
Contributions	50.00	50.00	50.00	50.00	\$200.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-13.00	-0.00	-0.00	-0.00	-\$13.00
Total	37.00	50.00	50.00	50.00	\$187.00

CASH FLOW SUMMARY

	May-Jul 24	Aug-Oct 24	Nov-Jan 25	Feb-Apr 25	Annual Total
<u>ADMINISTRATIVE FUND</u>					
Opening Balance	470.57	932.72	2,194.87	3,957.02	\$470.57
Add: Contributions	2,000.00	2,300.00	2,300.00	2,300.00	\$8,900.00
Add: Special levy - Insurance renewal	0.00	0.00	3,500.00	0.00	\$3,500.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	500.00	0.00	0.00	0.00	\$500.00
Minus: Expenditures	1,037.85	1,037.85	4,037.85	1,037.85	\$7,151.40
CLOSING BALANCE	932.72	2,194.87	3,957.02	5,219.17	\$5,219.17
 <u>SINKING FUND</u>					
Opening Balance	27.79	64.79	114.79	164.79	\$27.79
Add: Contributions	50.00	50.00	50.00	50.00	\$200.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	13.00	0.00	0.00	0.00	\$13.00
Minus: Expenditures	0.00	0.00	0.00	0.00	\$0.00
CLOSING BALANCE	64.79	114.79	164.79	214.79	\$214.79

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 16000
 Number of Lots 4

	— Effective from 15/08/24 —		— Effective from 15/08/24 —	
Lot Number	LEV	ADMIN Fund	LEV	SINKING Fund
1	4000	\$575	4000	\$13
2	4000	\$575	4000	\$13
3	4000	\$575	4000	\$13
4	4000	\$575	4000	\$13
 QUARTERLY TOTAL		\$2,300.00		\$52.00

CALCULATION OF LEVIES

Total Lot Entitlement 16000
Number of Lots 4
Due date 31/07/24

SPECIAL LEVY - INSURANCE RENEWAL - A17523

Insurance Renewal Shortfall

Lot Number	UEV	Contribution
1	4000	\$875
2	4000	\$875
3	4000	\$875
4	4000	\$875
ONCE-OFF		<i>\$3,500.00</i>

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
30.10.07	No Resolutions Recorded
31.07.08	No Resolutions Recorded
01.07.09	No Resolutions Recorded
23.06.10	<u>Insurance Excess</u> It was resolved that where repairs are carried out under insurance and the repairs benefit a particular unit, the Company will be responsible for the payment of any excess.
07.09.11	No Resolutions Recorded.
19/07/12	No Resolutions Recorded.
05/06/13	No Resolutions Recorded.
26/06/2014	No resolutions recorded
16/06/2015	No resolutions recorded
06/07/16	No resolutions recorded
01/08/17	No resolutions recorded
12/07/18	No resolutions recorded
05/09/19	No resolutions recorded
03/08/20	No resolutions recorded
11.11.20 EGM	Cat Approval- Unit 3 (Ordinary Resolution) The owner of unit 3 has approval to have a cat in the unit which will be kept indoors at all times.
11/07/23	No resolutions recorded
25/07/24	Special Levy PASSED BY SIMPLE MAJORITY that a levy totalling \$3,500.00 be

raised to those persons registered as proprietors of a lot and be made payable on or before 31 JUL 2024 for the purpose of building insurance.

Contributions will be raised in accordance with Lot Entitlement Values.

07/08/2025

No Resolutions Recorded

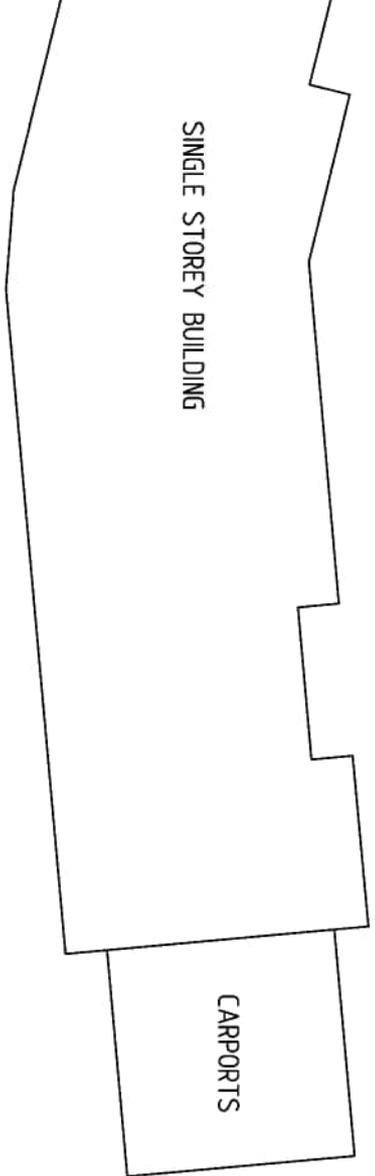
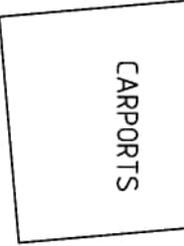
The following is a summary of policy decisions, special and unanimous resolutions resolved by the Strata Corporation.

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

Date of Meeting	Details
18/06/96	<u>Maintenance Supervision</u> A maintenance supervisor has been engaged to oversee maintenance work performed by contractors engaged by Whittles for its client corporations. To fund this appointment, contactors entering into an agreement with Whittles will pay a fee of up to 5% of the invoiced amount for any works performed.
17/06/97	<u>Maintenance Supervisor</u> - Confirmed.
23/06/98	<u>Maintenance Supervisor</u> - Confirmed.
29/06/00	<u>Smoke Alarms</u> The Secretary advised that under current legislation all dwellings must be fitted with smoke alarms by 01/01/2000 <u>Maintenance Supervisor</u> - Confirmed. <u>Smoke Alarms</u> The Strata Manager advised that under current Legislation all dwellings must be fitted with smoke alarms by 01/01/2000. For safety reasons the Strata Manager recommended that hard wired alarms be fitted. It was noted that, if a smoke alarm or smoke alarms are not fitted in each unit, the Strata Corporation is guilty of an offence for which a maximum penalty of \$750 applies. It was agreed that, should the Strata Corporation be fined due to an owner's failure to install a suitable smoke alarm in their unit, the Strata Corporation will recover from that owner all costs incurred.
04/07/01	<u>Maintenance Supervisor</u> - Confirmed.
17/07/02	<u>Maintenance Supervisor</u> - Confirmed.
25/06/03	<u>Maintenance Supervisor</u> - Confirmed.
28/06/05	<u>Maintenance Supervisor</u> - Confirmed.
20/06/06	<u>Maintenance Supervisor</u> - Confirmed.

NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
257	F	11090 NOARLUNGA		

EGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
-------	------------	---------	--------------	----------



175°05'10"

19.50

ROAD

61.89

②

220°02'20"

4.32

264°59'30"

WHYTE STREET

264°59'30"

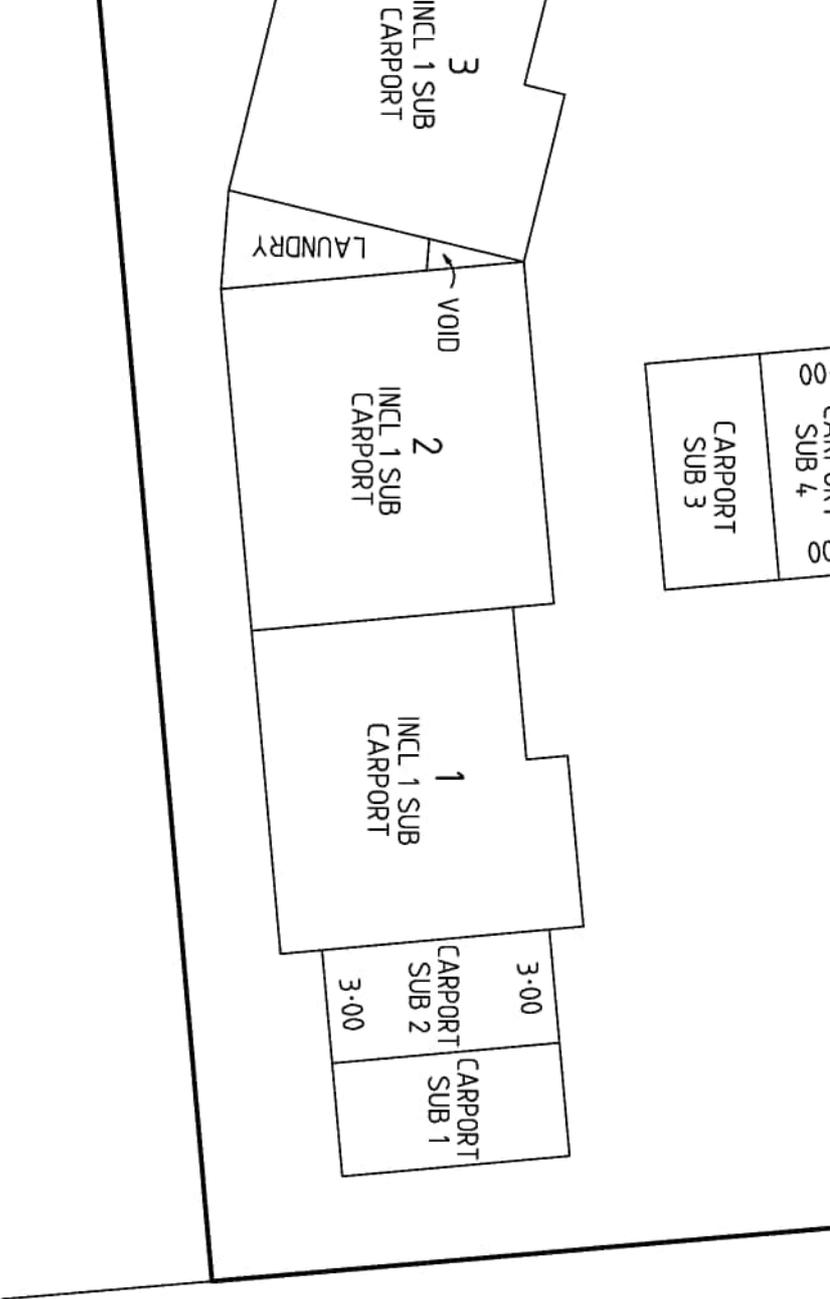
4.8.4.6



CAVALLO FOREST & ASSOC.				
SURVEYING & LAND DIVISION CONSULTANTS				
ABN: 81 494 949 210				
Ph. (08)8351 5295				
Email: surveying@cavalloforest.com.au				
DATE	16/03/17	FLD	RC	DRN
REF No	13-280	CHK	RC	CAD FILE:
				REV 03

EXISTING GROUND LEVEL AND 0.70 METRES BELOW THE LOWER EDGE OF THE CARPORT ROOF BEAMS.

LEGEND
SUB = SUBSIDIARY



20 METRES

CAVALLO FOREST & ASSOC.							
SURVEYING & LAND DIVISION CONSULTANTS							
ABN: 81 494 949 210							
Ph. (08)8351 5295							
Email: surveying@cavalloforest.com.au							
DATE	16/03/17	FLD	RC	DRN	JC	REV	03
REF No	13-280	CHK	RC	CAD FILE:			

DEV. NO. 110 : CO15 : 14

TABLE OF LOT ENTITLEMENTS

LOT ENTITLEMENT	SUBDIVIDED
2,500	
2,500	
2,500	
2,500	
10,000	

CERTIFICATE OF LAND VALUER

I, JEFFREY WOOD

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

Dated the 21ST day of JULY 2017

Jeffrey Wood
Signature of Land Valuer

BY – LAWS

54 Walkers Road, Somerton Park SA 5044
(Allotment 257 in FP 11090)

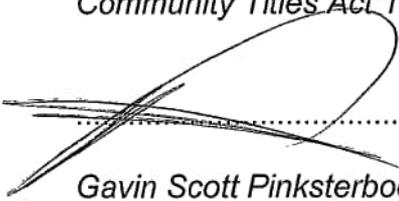
COMMUNITY PLAN NO. C 40882

Developer: Kay Court Pty Ltd A.C.N. 006 577 582
C/- 176 Fullarton Road, Dulwich SA 5065

CERTIFICATE

**Certificate as to preparation of scheme description, by-laws or
development contracts**

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



.....
Gavin Scott Pinksterboer
Pinksterboer Property
Registered Conveyancer
220 Henley Beach Road Torrensville SA 5031

**COMMUNITY SCHEME BY-LAWS
PLAN NO. 40882**

1. Interpretation

1.1. In these By-Laws:

- 1.1.1. "Act" means the Community Titles Act 1996;
- 1.1.2. "Common Property" has the same meaning as set out in the Act;
- 1.1.3. "Community Plan" means the Community Titles Plan, which establishes the Community Scheme and is registered in the Land Titles Office;
- 1.1.4. "Community Scheme" means the community scheme comprised in and established by the Community Plan;
- 1.1.5. "Corporation" means Community Corporation No. 40882 Incorporated and includes a duly appointed officer, agent, employee, contractor or manager;
- 1.1.6. "Council" means the City of Holdfast Bay;
- 1.1.7. "Develop" means:
 - 1.1.7.1. the erection, construction, alteration, improvement, installation or painting of any building, or other improvement on a Lot or on Common Property, and includes any siteworks effected in readiness for Development; and
 - 1.1.7.2. "Development" has a like meaning;
- 1.1.8. Developer means Kay Court Pty Ltd A.C.N. 006 577 582 of C/- 176 Fullarton Road, Dulwich SA 5065;
- 1.1.9. "Lot" means a community Lot being part of the Community Scheme;
- 1.1.10. "Invitees" means visitors, tradespersons, builders, contractors, agents, clients or associates of the Lot Owner or occupier of a Lot;
- 1.1.11. "Lot Owner" means the owner of a Lot;
- 1.1.12. "Manager" means any party approved by the Corporation from time to time to manage and perform the duties and functions of the Corporation under the Act, and "Corporation Management Agreement" means any agreement appointing the Manager pursuant to Section 75(5) of the Act;
- 1.1.13. "Occupier" of a Lot means the person or persons in occupation of a Lot and includes, if the Lot is unoccupied, the relevant Lot Owner;

1.2. In these By-Laws except to the extent that the context otherwise requires:

- 1.2.1. words importing the singular number include the plural and vice versa;
- 1.2.2. words importing any gender include other genders;
- 1.2.3. references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to and all regulations, rules, By-Laws, proclamations, orders and other authorities pursuant thereto;
- 1.2.4. references to any of the parties hereto include references to their respective successors and permitted assigns;

- 1.2.5. headings have been inserted for guidance only and will be deemed not to form any part nor to affect the construction of these By-Laws;
- 1.2.6. where a word or phrase is given a defined meaning in this Agreement, any other part of speech or other grammatical form in respect of such word or phrase will have a corresponding meaning;
- 1.2.7. these By-Laws will be governed by and construed in accordance with the laws of the State of South Australia. Each of the parties hereto submits unconditionally but not exclusively to the jurisdiction of a Court of competent jurisdiction in the State of South Australia;
- 1.2.8. if any of the provisions of these By-Laws should be judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity or unenforceability or illegality (unless deletion of such provision or provisions would substantially alter the intention of the parties hereto, expressed or implied) will not affect the operation, construction or interpretation of any other provision of these By-Laws with the intent that the invalid or unenforceable or illegal provisions will be treated for all purposes as severed from these By-Laws.

2. Mandatory By-Laws

2.1. Administration, management and control of Common Property

- 2.1.1. The Corporation is responsible for the administration, management and control of the Common Property.
- 2.1.2. The Corporation may (but is not obliged to) appoint a management committee (comprising representatives of Lot Owners) which will be responsible to the Corporation for the administration, management and control of the Common Property except for matters concerning:
 - 2.1.2.1. the fixing of contribution amounts from Lot Owners;
 - 2.1.2.2. appointment of a Manager under by-law 2.1.3; and
 - 2.1.2.3. maintenance, upgrading or improvements to the Common Property where the amount expended would exceed \$1,000.00 or such greater amount as may be decided by the Corporation.
- 2.1.3. The Corporation may (but is not obliged to) appoint a Manager which will be responsible to, and which will to assist the Corporation in carrying out, on behalf of the Corporation, the functions of administering, managing or controlling the Common Property, but:
 - 2.1.3.1. the Manager must enter into a written Corporation Management Agreement with the Corporation which is subject to annual review; and
 - 2.1.3.2. the Corporation must be entitled under a term of the Corporation Management Agreement to terminate that agreement in the event of default by the Manager in satisfactory performance of its duties.
- 2.1.4. Lot Owner Contributions
 - 2.1.4.1. The Corporation will in general meeting (and not by its management committee) fix the amount it requires from Lot

Owners from time to time by way of contributions for anticipated expenditure (such as common property maintenance, building services, rates and taxes, insurances, repairs etc).

- 2.1.4.2. Subject to the Act, the share of an amount to be contributed by a Lot Owner is proportional to the lot entitlement of the relevant Lot unless otherwise provided by a unanimous resolution of the Corporation.
- 2.1.4.3. The Corporation may, by ordinary resolution-
 - 2.1.4.3.1. permit contributions to be paid in instalments specified in the resolution; and
 - 2.1.4.3.2. fix (in accordance with regulations to the Act) interest payable in respect of a contribution, or an instalment of a contribution, that is in arrears.

2.2. Use and enjoyment of the Common Property

- 2.2.1. The Common Property is, subject to the Act and these By-Laws, for the common use and enjoyment of Lot Owners and other Occupiers in the Community Scheme and their Invitees.
- 2.2.2. Lot Owners, Occupiers, and Invitees must not:
 - 2.2.2.1. damage or interfere with any structure, building services, shrub, plant, tree or garden, or deposit rubbish or waste material on or in the Common Property, or in any way obstruct the lawful use of the Common Property;
 - 2.2.2.2. without the prior approval in writing of the Corporation, subject to Clause 2.2.3 below, mark, paint, erect or construct any permanent structure or service infrastructure on the Common Property;
 - 2.2.2.3. damage or deface any existing structure, facilities or service infrastructure that forms part of the Common Property;
 - 2.2.2.4. use any portion of the Common Property for their exclusive use as a garden or parking area or otherwise;
 - 2.2.2.5. display any advertisement, sign or hoarding on any part of the Common Property;
 - 2.2.2.6. dispose of any rubbish on Common Property other than in bins or receptacles intended and set aside for the purpose;
 - 2.2.2.7. deface, paint, write, cut names or letters or make marks on or fix signs or bills, advertisements or graffiti to any part of the Building or the Common Property;
 - 2.2.2.8. fail to comply with any reasonable direction or request from the Corporation in relation to use of the Common Property;
 - 2.2.2.9. unlawfully attempt to exclude the public from any section of the Common Property;
 - 2.2.2.10. play any game on Common Property so as to interfere with safety or comfort of any other person on Common Property;
 - 2.2.2.11. sing, busk or play a musical instrument on Common Property;

- 2.2.2.12. repair, wash, paint, panel-beat or otherwise work on any motor vehicle except in an area specifically set aside for that purpose (if any) provided that this clause will not extend to emergency repairs in the case of vehicle breakdown;
 - 2.2.2.13. preach to or harangue other people;
 - 2.2.2.14. obstruct any footpath, road or walkway;
 - 2.2.2.15. use or occupy any caravan, trailer or other vehicle on the Common Property for sleeping or otherwise as a place of habitation;
 - 2.2.2.16. be inadequately clothed when on Common Property;
 - 2.2.2.17. use any language or behave in a manner likely to cause offence or a nuisance to others;
 - 2.2.2.18. fail to comply with any speed limits posted by the Community Corporation; or
 - 2.2.2.19. fail to comply with any rules issued by the Corporation concerning use of the Common Property.
 - 2.2.3. No fence, barrier, dwelling, storage shed, garage, carport, nor any other structure shall be erected upon or within the Common Property.
 - 2.2.4. Lot Owners, Occupiers, and Invitees must notify the Corporation of any damage to or defect in the Common Property immediately on becoming aware of it.
 - 2.2.5. The Corporation may:
 - 2.2.5.1. erect and maintain any sign on the Common Property which displays parking restrictions, speed limits or access requirements in relation to the Common Property; and
 - 2.2.5.2. charge Lot Owners on a regular basis for costs and expenses incurred in the administration, management, control, maintenance, and repair of the Common Property.
- 2.3. Use and Enjoyment of Community Lots**
- 2.3.1. A Lot Owner, Occupier or Invitee must:
 - 2.3.1.1. not use any Lot for any non-residential purpose unless the use has been approved by the Corporation;
 - 2.3.1.2. use and enjoy the Lot in a manner consistent with the Scheme Description (if applicable);
 - 2.3.1.3. use the Lot in accordance with the Development Act 1993;
 - 2.3.1.4. pay all rates, taxes, insurances and other outgoings in relation to the Lot as they fall due;
 - 2.3.1.5. not create any undue noise, disturbance or undertake any activity or behaviour which is likely to interfere with the quiet enjoyment of other Lot Owners or Occupiers and in particular, ensure that noise emissions from the relevant Lot are kept to a level where they will not disturb neighbouring Lot owners or Occupiers, in particular (but without limitation) between the hours of 11 midnight and 7 am;

- 2.3.1.6. be adequately clothed when visible from another Lot or from the Common Property and must not undertake any lewd or objectionable behaviour likely to cause offence to other Lot Owners, Occupiers or Invitees; or
- 2.3.1.7. not bring objects or materials onto a Lot of a kind which are likely to cause justified offence to other members of the Corporation community or store on any Lot any dangerous explosive or noxious substances (other than normal household chemicals, gases and fuels);
- 2.3.1.8. not without prior written consent of the Corporation (which may be given, withheld or withdrawn at any time as the Corporation sees fit):
 - 2.3.1.8.1. change the use or character of a Lot; or
 - 2.3.1.8.2. cause, permit or allow any loud noise or music from a Lot or from the Common Property so as to disturb or be a nuisance to Occupiers of other Lots; or
 - 2.3.1.8.3. hang any washing, towels, bedding, clothing, or other articles on any part of the Lot in such a way as to be visible from outside the building; or
 - 2.3.1.8.4. erect or affix radio or television aerials or antennae to the outside of its Lot or the building;
 - 2.3.2.8.5 store, keep or park any unregistered or un-roadworthy vehicle on any part of a community lot (except in a closed garage);
 - 2.3.2.8.6 store, keep or park any boat ,caravan or trailer on any part of a community lot (except in a closed garage);
- 2.3.1.9. allow free access in or on the Lot (at reasonable times) to the Corporation and its contractors for maintenance, repair or replacement of any common service infrastructure shared between the Lots;
- 2.3.1.10. not, without the prior written approval of the Corporation erect or display any signs on a Lot other than:
 - 2.3.1.10.1.during development of a Lot (and then only the display of signs required under the Building Work Contractors Act 1995); or
 - 2.3.1.10.2.where an advertising sign is associated with the sale of a Lot;
- 2.3.1.11. at all times maintain and keep improvements on or within a Lot clean and tidy and in a good state of repair and condition including (without limitation):
 - 2.3.1.11.1.keeping gutters and downpipes clear and free of leaves or other debris;
 - 2.3.1.11.2.repainting as necessary;
 - 2.3.1.11.3.replacing or repairing damaged or decaying materials; and
 - 2.3.1.11.4.replacing or repairing broken or cracked windows and doors;
 - 2.3.1.11.5.properly servicing, maintaining and repairing air-conditioning systems which exclusively service the Lot (even if the whole or a part of the air-conditioning equipment is located on or in Common Property);

- 2.3.1.11.6. ensuring that landscaping is kept neat and tidy and free of rubbish;
 - 2.3.1.12. comply with reasonable requirements or orders of the Corporation in relation to upkeep and maintenance;
 - 2.3.1.13. where fencing between two or more Community Lots is in need of replacement, ensure that it will be replaced by fencing of the same type, design, height and colour, and paid for in accordance with the relevant provisions of the *Fences Act 1975* (SA);
 - 2.3.1.14. store garbage within the relevant Lot in an appropriate container which prevents the escape of unpleasant odours;
 - 2.3.1.15. leave garbage bins (for emptying at the appropriate times), in the location allocated for the relevant Lot;
 - 2.3.1.16. comply with all statutory requirements in relation to the disposal of garbage; and
 - 2.3.1.17. ensure that their invitees are aware of these By-Laws and ensure that their Invitees do not engage in (or desist from) any conduct which is in breach of these By-Laws.
- 2.3.2. Lot Owners may alter the landscaping on their respective Lot, subject to the following rules:
- 2.3.2.1. no trees will be planted which would exceed a height of five metres;
 - 2.3.2.2. no tree shall be planted closer to a building on a Lot than its potential maximum height;
 - 2.3.2.3. all trees, shrubs and bushes and other plants will be kept neatly trimmed so as not to appear unruly; and
 - 2.3.2.4. dead plants or shrubs will be removed and replaced with a plant or shrub of a similar type.

3. Corporation's Obligation to Maintain Common Property

3.1. The Corporation must:

- 3.1.1. keep the Common Property in generally in a state of good and serviceable repair including without limitation roadway surfaces, paving, footpaths and lighting;
- 3.1.2. properly maintain all chattels, services, fixtures and fittings held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or its enjoyment by the Lot Owners or Occupiers or by their Invitees; and
- 3.1.3. properly maintain (if applicable) any gardens and landscaping on the Common Property, and must replant or replace plants where necessary;

and for these purposes, the Corporation may enter into a Corporation Management Agreement with a third party for the provision of services for the benefit of the Lot Owners on behalf of the Corporation.

- 3.2. The Corporation must keep the common services to the Lots in a state of good and serviceable repair and must properly maintain all fixtures and fittings used or intended, adapted or designed for use in connection with the services, or their use by the Lot Owners or Occupiers and for this purpose,

may enter into an appropriate contract with a third party for the maintenance and repair of those services.

- 3.3. If any air-conditioning plant and equipment which exclusively services any particular Lot is located wholly or partly on Common Property, then the Owner of that Lot will be responsible for and will pay the running costs and maintenance and repair of that plant and equipment, and the Corporation will have no liability or responsibility for such maintenance or repair.

4. Structural Additions, Changes and Colours on a Lot

- 4.1. A person must not without the prior approval of the Corporation:
 - 4.1.1. make any structural changes or additions on or to a Lot; or
 - 4.1.2. substantially change the colours of external finishes or the external appearance of a Lot.
- 4.2. Additions and alterations must be harmonious and sympathetic to the standard and design of the community development as a whole.
- 4.3. Dwellings on Lots must be erected in accordance with the relevant Development Approval and any conditions to that approval.
- 4.4. A Lot Owner must maintain its Lot:
 - 4.4.1. in accordance with the Development Plan of the local Council;
 - 4.4.2. in accordance with the Development Approval of the local Council annexed to the Scheme Description (if applicable);
 - 4.4.3. in accordance with the Development Act 1993; and
 - 4.4.4. not in breach of these By-Laws.
- 4.5. If a Lot Owner or any tradesperson, builder or contractor engaged by the Lot Owner, during the course of construction of any Development, causes any damage to the Common Property as a result of the Development works, then the Lot Owner must repair that damage forthwith and make good the Common Property, using materials of a like or similar quality that were installed prior to the damage occurring, and will effect those repairs to a building industry code standard of construction in accordance with the Development Plan of the local Council and the Development Approval of the local Council.

5. Limitation on Keeping Pets

- 5.1. Subject to other parts of this clause 5 or to any approval in writing by the Corporation in respect of any particular animal or any particular circumstances, a Lot Owner or Occupier will not be entitled to keep any bird, animal or other pet on a Lot or on the Common Property.

- 5.2. Dogs and cats (not exceeding 10 kilos in weight and not exceeding 1 in total per Lot) may be kept by Lot Owners or Occupiers PROVIDED THAT the prior written consent of the Corporation is first obtained by the Lot Owner or Occupier for that animal.
- 5.3. Animals or birds (if approved) must be properly maintained under the physical care and control of the relevant Lot Owner or Occupier and must not injure or disturb the quiet enjoyment of other Lot Owners or Occupiers.
- 5.4. The Corporation may by written notice require a Lot Owner or Occupier to permanently remove any pet (which is the subject of repeated complaints) from a Lot.
- 5.5. Lot Owners or Occupiers must immediately remove from the Common Property or another Lot any excrement or other deposit of waste caused by their pet, and must repair any damage to, or loss or property caused by their animal on or to the Common Property or another Lot.
- 5.6. The keeping of pets must otherwise comply with any conditions set from time to time by the Corporation
- 5.7. Clauses 5.1, 5.2, 5.3 and 5.4 shall not apply to Occupiers, Proprietors or other persons lawfully upon the Common Property or the Lots, who suffer a disability and require the assistance of a dog (or other animal) specifically trained to aid them in respect of that disability.

6. Use of Roadways and Common Area Parking

- 6.1. Where there are car parking spaces on the Common Property, then in the event of unauthorised use of the Common Property car parking spaces (whether by a Lot Owner, Occupier or any other person), the Corporation will be entitled (without being responsible or liable to the owner of that vehicle for unauthorised use) to arrange for vehicles to be moved, or towed away. Alternatively, the Corporation may impose fines for unauthorised parking as set out in clause 9.6.
- 6.2. No Lot Owner, Occupier or Invitee may:
 - 6.2.1. in any way obstruct vehicular or pedestrian traffic on the Common Property;
 - 6.2.2. park a motor vehicle on the Common Property except on a part of the Common Property set aside for the parking of motor vehicles (and then only by arrangement with the Corporation);
 - 6.2.3. drive a motor vehicle on the Common Property except on a roadway established for use by motor vehicles; or
 - 6.2.4. while driving a vehicle on the Common Property cause the speed of that vehicle to exceed the higher of 8 km/h or walking pace
 - 6.2.5. store, keep or park any unregistered or un-roadworthy vehicle on any part of the common property or area designated as visitor carpark or in the driveway of a community lot;
 - 6.2.6. store, keep or park any boat, caravan or trailer on any part of the common property or area designated as visitor carpark or in the driveway of a community lot

6.3. Road Traffic Act 1961

A person driving a vehicle on the Common Property must comply with the rules applicable under the *Road Traffic Act 1961* to the driving of a vehicle on a public road.

6.4. Use of skate boards etc

No Lot Owner, Occupier or Invitee may ride (or permit to be ridden) a skate board, roller skates, in-line skates or other similar device on the Common Property unless authorised to do so by the Corporation.

7. Prohibition of disturbance

A Lot Owner, Occupier or Invitee must:

- 7.1. not engage in conduct which unreasonably disturbs the occupier of another Lot or others who are lawfully on a Lot or the Common Property; and
- 7.2. ensure, as far as practicable, that their Invitees do not engage in conduct that unreasonably disturbs the occupier of another Lot or others who are lawfully on a Lot or the Common Property.

8. Insurance

- 8.1. The Corporation will effect and maintain insurances as required by the Act.
- 8.2. Lot Owners will insure their own buildings, improvements on lots and contents for full insurable replacement value inclusive of ancillary costs including but not limited to demolition fees, council fees and architect fees.
- 8.3. Each Lot Owner will maintain public risk insurance for amounts of at least \$10,000,000.00 in respect of any one event (or such higher cover as the Corporation may determine).
- 8.4. The Corporation may at any time require evidence be provided by each Lot Owner of these insurances.
- 8.5. No Lot Owner, Occupier or Invitee will do anything to:
 - 8.5.1. void any insurance; or
 - 8.5.2. increase the premium payable for any insurance; maintained by the Corporation.

9. General provisions

9.1. Management and Advisers

The Corporation may retain the services of independent contractors, advisers or consultants in relation to matters affecting the Community Scheme as a whole, its Common Property and its management and administration. The cost will be recoverable from Lot Owners.

9.2. Easements

Where any part of the Common Property or of a Lot is subject to a registered easement, the Corporation, Lot Owners, Occupiers and Invitees (as appropriate) will comply at all times with the requirements or restrictions caused by that easement, and will not interfere with the grantee's exercise of rights under it.

9.3. Tenants to Have Notice of these By-Laws

A copy of these By-Laws (or a précis approved by the Corporation) will be given to each lessee or other occupier of the Lot (other than the Owner).

9.4. Corporation May Inspect Lots

9.4.1. The Corporation (and its servants, agents and contractors) will on giving one (1) day's notice) be permitted enter and inspect any Lot and to test electrical, gas or water installations or equipment, repair leakages or other defects in such installations or equipment (at the Owner's expense if leakages or defects were due to the act or default of the Owner).

9.4.2. The Corporation and its servants, agents and contractors will in exercising these powers cause as little disturbance or interference to the Owner or occupier as reasonably possible in the circumstances.

9.5. Changes in Ownership

Any change in ownership of a Lot or address of a Lot Owner must be notified to the Corporation.

9.6. Offences

9.6.1. A person who contravenes or fails to comply with a provision of these By-Laws is guilty of an offence. Maximum penalty: \$500 or such greater amount as is prescribed by the Act or its Regulations.

9.6.2. The Corporation will be entitled to impose fines for offences as it sees fit, and as provided for in the Act or its Regulations.

10. Recovery of Amounts Due

10.1. Amounts owing to the Corporation will be paid by the relevant owner or occupier promptly on demand by the Corporation and will be recoverable as a debt.

10.2. The Corporation may recover from owners or occupiers (on a full indemnity basis) any legal or other costs charges or expenses incurred in recovering debts due by an owner or occupier.

10.3. The Corporation may charge interest in accordance with the Act. The Corporation may determine the interest payable by an owner or occupier of a community lot in respect of a contribution, levy or any other expense that is in arrears. The interest rate must not exceed the rate approved by legislation and the corporation is not permitted to demand payment of interest on unpaid

interest. An amount is deemed to be in arrears where the amount remains unpaid for 7 days after becoming due. Such interest to be computed from the due date until payment is made in full.

- 10.4. In the event of default by the Lot Owner in payment on the due date of any money under these By-Laws, the Lot Owner will on the written request of the Corporation grant to the Corporation a registered mortgage under the provisions of the Real Property Act 1886, containing the terms and conditions requested by the Corporation, which mortgage will charge the Lot Owner's interest in the relevant Lot with payment of the money owed by that Lot Owner.
- 10.5. The Lot Owner will, in the event of a mortgage being requested by the Corporation, pay to the Corporation the reasonable expenses of and incidental to the preparation, execution, stamping and registration of that mortgage.
- 10.6. The Lot Owner acknowledges that the Corporation will be entitled, by virtue of this By-Law 10, to lodge a caveat against the certificate(s) of title for the relevant Lot, giving notice of the provisions of this By-Law 10.
- 10.7. Subject to the provisions of this By-Law 10, the provisions of the Law of Property Act 1936 will apply to this Agreement as if it were a mortgage by deed.

11. Indemnity and Release

A person bound by these By-Laws will:

- 11.1. indemnify and hold harmless the Corporation from and against all or any actions, claims, demands, losses, damages, costs and expenses which the Corporation will or may become liable for in respect of or arising out of any loss or injury (personal or in respect of property) suffered by any person in on or about the Lot or Common Property except and to the extent that the loss or injury was caused or contributed to by the negligence of the Corporation;
- 11.2. occupy, use and keep the Lot at the risk in all things of the Lot Owners, and the Lot Owner hereby releases to the full extent permitted by Law the Corporation from any accident, damage or injury occurring thereon (and on Common Property) except and to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Corporation or its servants or agents.

12. Waiver

No waiver by the Corporation of one breach of any By-Law, obligation or provision herein contained or implied will operate as a waiver of another breach of the same or any other By-Law, obligation or provision.

13. Notice

Any notice required to be served under these By-Laws will be sufficiently served on the Lot Owner if left on the Lot addressed to the Lot Owner or if addressed to the Lot Owner at the last known address of the Lot Owner and forwarded by pre-paid post. If a notice is given by post it would be deemed to be served at the time when in the ordinary course of post it would have been delivered at the address to which it was sent.

14. Severance

If any By-Law or any part of these By-Laws cannot be given full legal force and effect for any reason, then that By-Law or part By-Law (as the case may be) will be severed, ignored or read down restrictively but so as to maintain and uphold as far as possible the remaining By-Laws.

INDEX

page

1. Interpretation	2
2. Mandatory By-Laws	3
3. Corporation's Obligation to Maintain Common Property	7
4. Structural Additions, Changes and Colours on a Lot	8
5. Limitation on Keeping Pets	8
6. Use of Roadways and Common Area Parking	9
7. Prohibition of disturbance	10
8. Insurance	10
9. General provisions	10
10. Recovery of Amounts Due	11
11. Indemnity and Release	12
12. Waiver	12
13. Notice	13
14. Severance	13

Certificate of Insurance

Date of Issue	4 July 2025
Policy Number	HSA152414840
	Page 1 of 2



Here is the Certificate of Insurance you requested.

Please have a read through the Certificate of Insurance to check all your policy details are correct.

We do rely on you to honestly disclose all the correct details in regards to your policy.

If you'd like help with something, give us a call on 13 22 44.

Take care,

The AAMI Team

Insured Address

UNIT 1-4
54 WALKERS RD,
SOMERTON PARK SA 5044

The Insured

Community Title 40882

Period of Insurance

26 July 2025 to 11:59pm 26 July 2026

Policy Type

Strata Building

Strata Cover

Building Sum Insured:	\$1,134,000
Legal Liability:	\$20 million

Excess Details

You may be able to reduce your premium if you choose a higher Flexi-Premium excess.

Building Flexi-Premium [®] Excess:	\$1,000
Unoccupied Excess:	\$1,000
Water Damage Excess:	\$200
Theft or burglary by tenants or their guests excess:	\$500
Malicious acts or vandalism by tenants or their guests excess:	\$500

For complaints concerning AAMI products or services, you can phone us on 1300 240 437; write to us at: AAMI Customer Relations Team, PO Box 14180, Melbourne City Mail Centre VIC 8001; or email us on idr@aami.com.au. You may have spoken about your policy with a Distributor providing financial services appointed under AFSL 230859 and representing AAI Limited ABN 48 005 297 807 trading as AAMI (AAI). Distributors include EXL Service Philippines Inc. and/or WNS Global Services Philippines Inc. and their staff. AAI remunerates corporate distributors on a fee for service basis while their staff receive a salary comprising commission where they meet sales, risk, quality and behavioural targets.

AAI Limited ABN 48 005 297 807 trading as AAMI.

The Building

You have told us the following about the building at the insured address:

Occupied As:	Owner/Tenanted
Dwelling Type:	Unit
Wall Construction:	Double Brick
Roof Construction:	Fibro/Asbestos Cement
Year Built:	Approx. 1962
Levels:	1
Lifts:	No
Balconies:	No
Pool/SPA:	No
Recreational Facilities:	No
Well Maintained and in Good Condition:	Yes
This includes, but is not limited to, there are: no leaks, holes, damage, rust, or wood rot in the roof, gutters, windows, walls, floors, fences, or anywhere else; no damage to foundations, walls, steps, flooring, ceilings, gates, and fences and is structurally sound; no damage from or infestation of termites, ants, vermin, or other creatures; no broken, missing glass or boarded-up windows. Refer to the PDS for further details.	
Under Renovation/Construction:	No
Used for Business:	No
Unoccupied:	No
Financed:	No
Up to 40% of units are used for Holiday /Weekend/Shared Schemes:	No

Security Features

You have told us the following about the security at the building:

Smoke Detectors:	No
Restricted Access:	No

Insurance History

You have told us that in the past three years:

- You or anyone to be insured under this policy have NOT had an insurer decline or cancel a policy, impose specific conditions on a policy, or refuse a claim.
- You or anyone to be insured under this policy have had NO insurance claims for loss or damage relating to strata insurance (excluding any claims made on this policy).

When you must contact us

It is important that you check the information provided on your Certificate of Insurance. If any details are incorrect or have changed, you should contact us to update your details.

Also, when you hold a policy with us, there are other circumstances you need to tell us about during the period of insurance. These circumstances are set out in the 'When you must contact us' section of your PDS. If you don't contact us when you should, we may either refuse or reduce payment of a claim. It may also lead us to cancel your policy.

For complaints concerning AAMI products or services, you can phone us on 1300 240 437; write to us at: AAMI Customer Relations Team, PO Box 14180, Melbourne City Mail Centre VIC 8001; or email us on idr@aami.com.au. You may have spoken about your policy with a Distributor providing financial services appointed under AFSL 230859 and representing AAI Limited ABN 48 005 297 807 trading as AAMI (AAI). Distributors include EXL Service Philippines Inc. and/or WNS Global Services Philippines Inc. and their staff. AAI remunerates corporate distributors on a fee for service basis while their staff receive a salary comprising commission where they meet sales, risk, quality and behavioural targets.

AAI Limited ABN 48 005 297 807 trading as AAMI.

STRATA INSURANCE

PRODUCT DISCLOSURE STATEMENT



LUCKY
YOU'RE
WITH

AAMI

Welcome and thank you for choosing AAMI

This Product Disclosure Statement (PDS) is an important document that tells you information you need to know about your policy. It is really important to read it carefully before you decide whether or not our cover is right for you.

By choosing AAMI you can:



Make a claim 24/7 by calling 13 22 44



Call us on 13 22 44 for extra support



The information in this PDS is current on the date it was prepared. From time to time, we may update some of the information in this PDS that is not materially adverse to you without notifying you. Please contact us for a free copy of any of these updates. Other changes will be made by a Supplementary Product Disclosure Statement (SPDS) which we will give to you.

Key information about AAMI Strata Insurance



Type of insurance

This policy provides cover for loss or damage to the building.

You can choose to add cover for common contents. The cover you have chosen will be shown on your certificate of insurance.



What we pay

The most we will pay for the building for any one incident is the building sum insured shown on your certificate of insurance, unless we say otherwise in your policy.

The most we will pay for the common contents for any one incident is the common contents sum insured shown on your certificate of insurance, unless we say otherwise in your policy.

The most we will pay for all claims arising from any one incident for legal liability covered by this policy is **\$20 million** including all associated legal costs.

We will pay up to the limits outlined under the relevant Additional cover.



What we cover

Accidental loss or damage cover

We cover accidental loss or damage to the building and common contents, including for incidents like flood, fire (including bushfire), escape of liquid and impact.

Legal liability

We cover your legal liability to pay compensation for death or bodily injury to other people, or loss or damage to their property at the insured address.



This is a summary only. Like all policies, there are conditions, limits and exclusions that apply so you need to read your policy for full details.



Additional cover that comes with your policy

There are some additional covers that come with your policy for no extra cost. See section 5 'Additional cover that comes with your policy' on page 55 for more information.



Exclusion for new policies

We do not insure you for bushfire, storm, storm surge, flood or tsunami in the first **72** hours of your policy. Very limited exceptions apply. For full details see section 3 'Things we don't cover' on page 28.

Summary of cover

Limits, conditions and exclusions apply. Read your policy for full details.

What we cover			Page
Accidental loss or damage, and incidents including:		Flood	 41
		Storm	 42
		Storm surge	 43
		Lightning	 44
		Fire (including bushfire) & the Extra Costs cover in the event of bushfire	 45
		Earthquake and tsunami	 46
		Theft or burglary by tenants or their guests	 47
		Theft or burglary by people who are not tenants or their guests	 47
		Escape of liquid	 48
		Impact	 50
		Damage by an animal	 50
		Explosion	 51
		Riot, civil commotion or public disturbance	 51
		Malicious acts and vandalism by tenants or their guests	 52
	Malicious acts or vandalism by people who are not tenants or their guests	 52	
Legal Liability		Legal liability	 53

What we cover

Page

Additional cover
(these are covers
that come with your
policy)



Removal of debris



56



Other repair/rebuilding costs



57



Temporary accommodation for
unit owners



59



Loss of rent following an insured
incident



61



Costs to re-establish important
documents



62



Exploratory costs to find leaks from
pipes and water containers



63



Accidental breakage of glass



64



Motor burnout



65



Embezzlement of funds



67



Office bearer's liability



68



Lock replacement



71



Voluntary workers cover



72

We understand experiencing loss or damage or having a claim made against you can be stressful

Here's what to do:



Step 1

Make sure everyone is safe.
For emergencies, call 000.



Step 2

Try to prevent further loss, damage or liability (e.g. if there is a hole in the roof, arrange for it to be covered to prevent further water damage from the rain).



Step 3

Report any theft and malicious damage to the police as soon as possible.

Give them a list of all stolen or damaged items. Keep details of the date reported, name of the police officer, police station reported to and the report number.



Step 4

Contact us as soon as possible by calling 13 22 44.

If you delay reporting your claim, we will not pay for any additional loss, damage or liability caused by your delay. When you contact us, describe details of what has happened (e.g. a window broken in a storm). For electrical items, please have details about the make and model. If the damage to your property was caused by another person and if possible, please provide us their name and address and if applicable, their registration number.

Contents

1. Important things to know upfront	9
2. What we cover – the basics	17
3. Things we don't cover	25
4. What we cover – the details	39
5. Additional cover that comes with your policy	55
6. Making a claim	75
7. How we settle claims – some examples	93
8. Important things to know – our contract with you	99
9. What to do if you have a complaint and other important information	103
10. Words with special meanings	107



In this PDS you will be referred to the Strata Insurance Additional Information Guide. This guide is available at aami.com.au and contains further information about premiums, excesses and discounts. Please contact us for a free copy.



Some words in this policy have special meanings. Most of the words with special meanings are defined in section 10 'Words with special meanings' on page 107.

Before we get into the specifics of your policy there are important things to know upfront. This includes information about your contract with us, communicating with you electronically, information about your cooling off period, your responsibilities and when you need to contact us, your sums insured and the excesses that apply when you claim.

Our agreement with you

If you buy this product from us, your contract of insurance is made up of your certificate of insurance, this PDS and any SPDS that we have given you.

Communicating with you electronically

We may send your policy documents and policy related communications electronically. This will be by email and/or other types of electronic communication (e.g. SMS). We will obtain your express or inferred consent to do so. Each electronic communication will be deemed to be received by you at the time it leaves our information system.

Cooling off period

You can contact us to return the policy within **21** days from the start date of your policy (including on renewal).

This is called the cooling off period. As long as you have not made a claim during this period, we will refund in full the money you paid for your policy (including GST if applicable), but you will not have any cover under the policy.

Alternatively, you can cancel your policy at any time while you are insured. When you do this, unless we tell you otherwise, you will have cover up until the date and time of cancellation. For more information see 'What happens with cancellations' on page 102.

There are limits to what we will pay and some things that we don't cover

Like every insurance policy, there are exclusions, conditions and limits that apply to your policy. There are some things we don't cover whatever the circumstances, these are found in section 3 'Things we don't cover' on pages 25 to 38. There are also specific things we don't cover explained in sections 4 and 5 on pages 39 to 74 which are particular to the cover provided under your policy.



In this PDS we use  and  icons to help describe what's covered and what's not covered.

Claims made and notified basis of coverage: Office bearer's liability

The cover under the Office bearer's liability additional cover (see page 68) is issued on a 'claims made and notified' basis. This means that your office bearers are covered for claims first made against them during the period of insurance and notified to us during the period of insurance, provided that you were not aware at any time prior to the start of your policy of circumstances which would have put a reasonable person in your position on notice that a claim may be made against you.

Any office bearer may decide to notify us of facts that might give rise to a claim against them. This notification must be given as soon as reasonably practicable after the office bearer becomes aware of the facts and prior to the period of insurance expiring. If the office bearer gives us such written notification of facts, the policy will respond even though a claim arising from those facts is made against the office bearer after the policy has expired. When the period of insurance expires, no new notification of facts can be made.

Extra Support

Sometimes your circumstances might mean you need additional support or assistance in dealing with us. This could be due to your physical or mental health, family or financial situation or cultural background. If you are comfortable, you can tell us about your situation and we will work with you to arrange support.

Your responsibilities

- take steps to prevent theft, loss, damage or legal liability (e.g. ensuring that there are working smoke detectors in the building);
- maintain door locks and window locks in good working condition and keep alarms working and connected;
- follow all the terms and responsibilities set out in your policy;
- keep the building structurally sound, watertight, secure and well maintained (e.g. remove mould, fix any holes in floors, walls and ceilings, fix loose, missing or rusted steps, gutters and flooring);
- you must fix any inherent defect, faulty design, structural defect, structural fault and/or faulty/poor workmanship at the building as soon as possible after you identify it or are told about it;
- ensure that the building is kept in good condition (e.g. there are no blocked gutters, the roof is not rusted, the building is not infested with vermin and there is no termite damage);
- ensure that the building complies with local council requirements and building laws and regulations when construction, alterations or repairs are undertaken (e.g. obtain all required permits and permissions prior to work commencing and ensure that all requirements including height limits are met);
- provide honest and complete information for any claim, statement or document supplied to us;
- do not behave in a way that is abusive, dangerous, hostile, improper or threatening when engaging with us and our service providers.

Not meeting your responsibilities

Your policy may not provide cover if you have not met your responsibilities and it may lead us to reduce or refuse to pay your claim and/or cancel your policy.

When you need to contact us

During the period of insurance you must tell us as soon as possible if:

- you or your managing agent have been charged with or convicted of, a criminal act or offence;
- you have had another insurer cancel or decline an insurance policy, impose specific conditions on a policy or refuse a claim;
- you or your managing agent become aware that a business activity has started or intends to start operating at the insured address;
- you start farming, manufacturing or repair work at or from the insured address;
- you or your managing agent become aware that a business activity is being operated at the insured address such as but not limited to, people start to come to the insured address, business signage is installed or storage of chemicals for the business activity occurs. But we do not need to know if this business activity is only:
 - the residential tenancy of a unit by a tenant which is part of the building; or
 - using no more than **1** unit in the building as an administration office.
- you need to change the sums insured for the building or common contents;
- any detail on your certificate of insurance is no longer accurate, such as but not limited to the description of the building;
- you start to use or let all or part of the building to tenants under a short-term rental, holiday letting or house sharing arrangement. This includes any arrangements booked through an online booking platform;
- the insured address ceases to be at least **50%** occupied;
- trespassers or squatters occupy the insured address;
- you intend to demolish the building, have lodged an application to do this, or a government authority has issued a demolition order;
- building, renovations, constructions, alteration and/or repairs commence at the insured address.

If you have not told us about any of the above matters having occurred in any other period of insurance you held this policy with us, you must also tell us as soon as possible.

What we will do when you contact us

When you tell us about any of the above matters, an additional excess, additional premium or special condition may be applied to your policy. In some cases, it may lead us to reduce or refuse to pay a claim or it may mean we can no longer insure you and we can cancel your policy.

If you do not contact us

If you do not contact us when you need to you may not be covered under your policy and it may lead us to reduce or refuse to pay a claim and/or cancel your policy.

How to contact us



Call us on 13 22 44.

If your contact details change

You must keep your contact details, including your Australian Mobile number, postal address and email address up to date. If we do not have up to date contact details you might not receive your important policy documents which could impact whether you have cover in place.

About your sum insured

Make sure your sums insured are adequate

Underinsurance can expose you to serious financial loss if a claim occurs. It is your responsibility to select a sum insured for both the building and the common contents that meets your needs in the event the building and/or common contents are damaged or destroyed.

You can choose to seek the services of an architect, builder, quantity surveyor, valuer or other suitably qualified professional for an expert opinion to assist in working out your sum insured.

Review your sums insured regularly

To ensure your sums insured are adequate it is important to review them regularly, being mindful of items purchased recently and ask us to change the sums insured when required.

If you upgrade the size and standard of the building, it may increase the cost to rebuild the building. The building sum insured will need to reflect these types of changes.

If you over-insure

We will not pay more than the assessed quote to rebuild, repair or replace the building or common contents. Again, it is important to review your sums insured regularly. We will not refund any premium paid for over-insuring.

Adjustments on renewal

AAMI will consider a range of factors that can influence the cost to rebuild the building or cost to repair or replace your common contents. We may choose to adjust your sums insured shown on your certificate of insurance at the end of each period of insurance to account for various factors including inflationary trends. However, you still need to consider if the building and common contents sums insured are sufficient for your situation.

GST

Limits and the most we pay amounts stated in this PDS and on your certificate of insurance include GST.

Excesses that apply when you claim

What is an excess?

An excess is the amount you each incident. Sometimes you might have to pay more than one type of excess. The amount and types of excess are shown on your certificate of insurance or in this PDS.

Excess Type

AAMI Flexi-Premiums® excess	This excess applies to all claims unless your policy states that no excess applies to your claim.
Additional excess	An additional excess may apply to your policy based on our assessment of the risk. If an additional excess applies to your policy, this excess is payable in addition to any other excess, unless stated otherwise in your policy.
Water damage excess	This excess applies in addition to any other excess if you make a claim for loss or damage caused by leaks in or from pipes or water containers, unless stated otherwise in your policy.
Theft or burglary by tenants or their guests excess	For any claim under 'Theft or burglary by tenants or their guests' (see page 47), this excess will apply in addition to any other excesses that apply.
Malicious acts or vandalism by tenants or their guests excess	For any claim under 'Malicious acts or vandalism by tenants or their guests' (see page 52), this excess will apply in addition to any other excesses that apply.
Unoccupied excess	This excess applies in addition to any other excess, if, at the time of the incident covered by your policy the building has been unoccupied for a period of more than 60 continuous days.



When is the building unoccupied?

A period of unoccupancy starts when the building becomes unoccupied and comes to an end when you, someone nominated by you, a unit owner or someone nominated by a unit owner has occupied the building for at least **2** consecutive nights. You will be required to prove the occupancy of the building in the event of a claim, unless this is not reasonably possible. Examples of how you can prove the occupancy include providing us with copies of bills or other documents demonstrating the usage of utilities that are connected to the building. See section 10 'Words with special meanings' on page 107.



Refer to the Strata Insurance Additional Information Guide for more information about excesses.

Claiming for both building and common contents

When both the building and common contents at the one insured address are insured with us under your policy and your claim is for loss or damage to both arising from the same incident, you must pay whichever is the higher of the building AAMI Flexi-Premiums[®] excess or the common contents AAMI Flexi-Premiums[®] excess (plus any other applicable excess).

How to pay your excess

You can choose from the following options to pay your excess:

- you can pay the excess(es) directly to us before we finalise your claim;
- the excess(es) can be deducted from the amount we pay you for your claim (if any).

We will not cover any legal or other costs that arise because of any delay in paying the excess.

When your excess will be waived

We will waive your excess and no excess will apply when:

- you are not responsible for the loss or damage and the incident was caused by another person (but not people within the definition of 'you', a unit owner (or their guest) or a tenant (or their guest). You may be able to show this by providing a police report, expert reports, statement from a witness and/or photographs; and
- you can give us the name and address of the person responsible, and if applicable, the registration number of the vehicle.



If you cannot identify the person responsible and/or give us their name and address (and if applicable, their registration number) it means we will not be able to waive your excess. It does not otherwise impact the cover under your policy or your ability to make a claim.

This page has been left blank intentionally

This section describes the basics of what we cover.

What we cover as the building

We cover



The building means the strata, body corporate or community titled residential building or buildings including the following at the insured address:

- garages, carports, outbuildings and any structural improvements on the land;
- decks, pergolas, pagodas, verandas and balconies, fixed water tanks, fixed swimming pools and spas (including their pumps and accessories), sheds and tennis courts;
- garden borders, sealed pathways and paved or concreted floor areas;
- sealed driveways or sealed roads;
- outdoor walls, gates, fences and retaining walls which are located within the boundaries of the insured address;
- services, both above and below ground, that are your property and you are responsible for, including fixed fire prevention and security equipment;
- any permanently housed, connected or wired electrical appliances including ducted air conditioning and intercoms;
- any permanently fixed outdoor items, including solar panels, satellite dishes, play equipment, clothes lines, fixed barbeques, fixed aerials and outdoor lights, awnings and blinds;
- gas appliances permanently plumbed to a gas supply;
- sewer storage tanks or treatment tanks permanently plumbed to the building;
- boat jetties, pontoons, mooring poles and their attachments and accessories which are located within the boundaries of the insured address or where part of their structure begins or terminates on the insured address;
- any uninstalled building fixtures, fittings and materials but only when kept in a locked and secured building at the insured address and only up to **\$1,500** in total for any one incident;
- lifts, elevators, escalators, travelators, inclinator and hoists;

What we cover as the building (cont'd)

We cover



- these wall, floor or ceiling coverings (except when they are inside a unit and the applicable strata laws in your state or territory say they are not part of the building for body corporate insurance purposes):
 - paint, tiles, wallpaper and permanent wall, floor and ceiling coverings;
 - fixed floor coverings including lino, whether glued down or not;
 - timber floor coverings that were fitted when the building was originally built, whether secured to the floor or not.



There are some things that we do not cover as the building. These are set out below. There are also some uses of the building that we do not cover. This includes when you are using the building, or part of it, for short-term rental accommodation, holiday letting or house sharing. See section 3 'Things we don't cover' on pages 25 to 38.

What we don't cover as the building

We don't cover



The building does not include:

- anything that is not legally part of the building for body corporate insurance purposes according to the applicable strata laws in your state or territory;
- fixtures that can be removed without causing damage to the unit;
- anything that is common contents;
- any new building under construction;
- any part of the building used for farming of any description (including buildings used for hobby farms) such as, but not limited to, a barn, dairy, shearing shed, silo or stable. This limitation does not include any building which could be used for farming, but is not used for that purpose;
- any temporary or mobile structures, including caravans, houseboats, watercraft or motorised vehicles or craft of any type;
- inflatable or portable swimming pools and spas and their accessories;
- any fixed or temporary dead weight moorings, mushroom moorings or screw in moorings;
- any carpets, rugs, blinds, drapes or curtains;
- air conditioning units servicing a particular unit;

What we don't cover as the building (cont'd)

We don't cover



- loose or compacted soil, sand, artificial grass, gravel (including on roads, driveways and tracks), pebbles, rocks or granular rubber;
- used or applied chemicals, fertilisers or pesticides;
- lawns/grass, garden areas, plants, trees and shrubs or hedges in the ground;
- these wall, floor or ceiling coverings when they are within a unit and the applicable strata laws in your state or territory say they are not part of the building for body corporate insurance purposes:
 - paint, tiles, wallpaper and permanent wall, floor and ceiling coverings;
 - fixed floor coverings including lino, whether glued down or not;
 - timber floor coverings that were fitted when the building was originally built, whether secured to the floor or not;
- any part of the building used or occupied:
 - as a hotel or motel;
 - for any business activity unless this business activity is only:
 - the residential tenancy of a unit by a permanent tenant, which is part of the building; or
 - using no more than **1** unit in the building as an administration office.



We don't cover things that happen because the building and common contents are not in good condition or because any building extensions, alterations or renovations are not complete. We do not cover any part of the building or common contents that are not in good condition or that have wear, tear or deterioration and we do not cover losses where building extensions, alterations or renovations are not complete. See section 3 'Things we don't cover' on pages 25 to 38.



Sometimes we might cover something under 'What we cover as the building' or 'What we cover as your common contents' but that item or part of the building or common contents may not be covered for all types of loss or damage covered by your policy (e.g. we cover retaining walls which are located within the insured address as part of the building but we do not cover loss or damage to retaining walls under certain insured incidents). See section 4 'What we cover - the details' on page 39. It is important to read your policy carefully.

The most we will pay for the building

If your claim is covered, the most we will pay for loss or damage to the building for any one incident is the sum insured shown on your certificate of insurance, unless a different limit elsewhere in your policy applies.

Some items also have fixed limits that cannot be increased and these limits (shown in the table below) are the most we will pay for those items.

Building items with fixed limits

Fixed limits apply to	Limits for any one incident
Uninstalled building fittings, fixtures and materials but only when kept in a locked and secured building at the insured address	Up to \$1,500

Who we cover

You/Your refers to the:

- body corporate;
- owners corporation;
- strata company; or
- association of the strata, body corporate or community title scheme, named as the insured on your certificate of insurance, and its ownership or insurable interest according to the relevant strata, body corporate or community title laws applying to the building and common property.

Where we cover

We cover the building and common contents at the insured address. The insured address is the address/location shown on your certificate of insurance within the boundaries of the scheme land.

What we cover as your common contents

We cover



Your common contents means your unfixed property at the insured address that is contained within the common areas of the building such as, but not limited to:

- unfixed wall, floor (e.g. carpets) and ceiling coverings;
- internal window coverings;
- portable domestic appliances (e.g. washing machine and clothes dryer);
- tools and cleaning equipment;
- domestic tools and gardening equipment (including ride-on mowers);
- office equipment, electronic equipment and fixed line telephones you use in your administration office, examples include:
 - computers, including laptops, electronic diaries, tablets, printers and scanners (but not software, games or stored media information);
 - filing cabinets;
 - fax machines and photocopiers;
 - chairs, tables, desks and other office furniture;
 - office stationery.

We don't cover



Common contents does not include:

- any fixture or item owned by a unit owner or tenant which they would remove if they sold or vacated their unit;
- personal effects and valuables designed to be worn or carried by a person such as:
 - clothing, footwear, baggage, handbags, wallets;
 - jewellery and watches;

What we don't cover as your common contents

We don't cover



- valuable items such as:
 - cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, money orders or stamps;
 - medals, collections or memorabilia;
 - precious stones;
 - items made of, or plated with, gold or silver;
- mobile phones;
- any item covered as the building;
- carpets or any contents item owned by a tenant or unit owner;
- animals, including fish, reptiles, pets and livestock;
- stock in trade;
- uninstalled building fittings, fixtures and materials;
- floating floors fitted by the unit owner;
- any of these vehicles or craft or any of their accessories or spare parts:
 - motor vehicles or trailers, motorcycles, mini-motorcycles, personal transportation vehicles, motorised bicycles, watercraft and aircraft;
 - caravans, mobile homes or any of their contents;
 - tractors, back hoes, bob-cats, earth dozers or front-end loaders or their accessories or spare parts;
- loose or compacted soil, sand, artificial grass, gravel, pebbles, rocks or granular rubber;
- used or applied chemicals, fertilisers or pesticides;
- lawns/grass, garden areas, plants, trees and shrubs or hedges in the ground.

The most we will pay for your common contents

The most we will pay for loss or damage to all common contents arising from any one incident is the common contents sum insured shown on your certificate of insurance, unless a different limit elsewhere in your policy applies.

This page has been left blank intentionally

Things we don't cover

3

There are some things we don't cover under your policy and we want to be upfront about this. Remember, there are also specific things we don't cover in sections 4 and 5 on pages 39 to 74.

Things we don't cover

Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

Actions or movements of the sea

any actions or movements of the sea.

Aircraft shock waves

the gradual effects of vibrations, or shock waves caused by aircraft travelling at high speeds but we will cover you if you can clearly show us that the damage was caused by a single destructive incident covered by your policy.

Anything you don't own

any part of the building or common contents that you do not own but we will cover your legal liability for loss or damage to property to the extent it is covered under 'Legal liability' page 53.

Biological, chemical, other pollutant or contaminant

- any actual or threatened use, existence or release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant;
- any looting or rioting following the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant;
- any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant.

But we will cover:

- fire damage (including water contamination) that is covered by the insured incident 'Fire (including bushfire)' page 45;
- your legal liability under 'Legal liability' cover page 53, to the extent your legal liability arises from your use of pesticides or herbicides at the insured address.

Things we don't cover

Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

Breaking the law

- you, or someone with your knowledge or permission, committing or trying to commit an unlawful or criminal offence, such as assault or a malicious act;
- your possession, manufacture, supply or consumption of any illegal substances or illegal drugs;
- you not obeying any commonwealth, state, territory or local government law or lawful direction, including laws or lawful directions relating to:
 - smoke alarms;
 - pool fencing;
 - installing a balcony railing or balustrade when required;
 - dangerous goods and liquids;
 - control and safekeeping of dangerous or restricted breeds of dogs, including not obeying any legal requirement to restrain a dog in public or keep it fenced in.

Broken tiles around pools and spas

chipped, broken or lifted tiles in or around swimming pools and spas.

Building extensions, alterations or renovations

other than the cover available under 'Legal liability', extensions, alterations or renovations to the building or parts of the building, including:

- damage caused by cracking, collapse, subsidence caused fully or partially by the construction work;
- damage caused by water entering the building through openings in the walls or roof or other unfinished parts of the building, whether or not they were temporarily covered at the time of the damage;
- damage caused by storm or flood to any part that is not fully built or is undergoing extensions, alterations or renovations;
- theft or damage by someone who enters or leaves through an unlockable part of the building that is under construction;
- malicious damage or vandalism to unfinished parts of the building.

Things we don't cover

Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

Building or common contents not in good condition

any part of the building or common contents not being in good condition such as, but not limited to:

- there are blocked gutters;
- the roof leaks when it rains;
- there are areas of the roof that are rusted through;
- there is wood rot, termite or ant damage to the building;
- there are holes in floors, walls, ceilings, gates, fences or wall fences or any other parts of the building (e.g. external wall cladding, internal plaster, floorboards);
- there are boarded up or broken windows;
- there are steps, gutters, flooring, walls, ceilings, gates, fences or wall fences or any other areas of the building that are loose, falling down, missing or rusted through or otherwise in disrepair;
- previous damage including damage caused by flood has not been repaired;
- the building is infested with vermin;
- any pool gates or fences are in disrepair;
- the building (including all sheds, outbuildings and any other structural improvement at the insured address) is not structurally sound or is unsafe or unfit to live in;
- plant matter is growing on the building (e.g. walls, windows, gutters).

Bushfires, storms, storm surges, floods, tsunamis in the first 72 hours of cover

a bushfire, storm, storm surge, flood or tsunami in the first **72** hours of cover. But we will cover these events if this policy began on the same day:

- you registered as the body corporate or owner's corporation of the building;
- that another policy covering the building and common contents expired or was cancelled, but not when you cancelled the policy prior to its expiry date, and only up to the sums insured covered under the expired or cancelled policy (any increase in sums insured will not be covered for these incidents for the first **72** hours specified).

Chemical damage when cleaning

chemicals, such as detergents and solvents, when you or someone authorised by you is using them for cleaning.

Things we don't cover

Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

Communicable Disease

a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Computer virus or computer hacking

a computer virus or computer hacking.

Deliberate damage to a reservoir or dam

any deliberate or malicious acts causing damage to, or destruction of, a reservoir or dam, or any looting or rioting following such an incident.

Deliberate or reckless actions

an act or omission by you, your family, anyone living at the building, any owner or part owner of the building, or anyone acting with your given or implied consent, which:

- is deliberate;
- is a deliberate lack of action;
- demonstrates a reckless disregard for the consequences of that action or omission.

Ground movement

erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover landslide or subsidence that is specifically insured under the following insured incidents:

- 'Flood' page 41;
- 'Storm' page 42;
- 'Storm surge' page 43;
- 'Earthquake and Tsunami' page 46;
- 'Escape of liquid' page 48;
- 'Explosion' page 51.

Hazardous materials

any hazardous materials if not stored or used in accordance with the relevant law, controls and manufacturer's instructions.

Things we don't cover

Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

Illegal drugs or other chemical or poisonous substance

any unintentional or intentional use, existence or contamination by, or due to:

- illegal drugs including but not limited to the manufacture, storage, use, possession, consumption or distribution of any illegal drugs (or illegal drug precursors);
- any other chemical or poisonous substance.

Mechanical or electrical breakdown or failure

mechanical or electrical failure or breakdown or anything that fails to operate properly, but we will cover damage caused by:

- fire spreading from an electrical fault to other parts of the building to the extent it is covered under the insured incident 'Fire (including bushfire)' page 45;
- lightning to the extent it is covered under the insured incident 'Lightning' page 44;
- motor burnout to the extent it is covered under the 'Motor burnout' additional cover page 65.

Mould or mildew

mould or mildew at the insured address unless it was directly caused by an incident covered by your policy and there is no evidence of pre-existing mould or mildew in the building.

Not a permanent residence/used for short-term rentals

- the building if it is not fully owner occupied and/or rented to tenants as their permanent residence. For example, the building or a unit is used for a short-term rental, holiday letting or house sharing arrangement (including an arrangement booked through an online booking platform);
- paying guests or boarders residing under a short-term rental, holiday letting or house sharing arrangement (including an arrangement booked through an online booking platform) or someone who lives with them or a person who entered the building with their consent;
- squatters or trespassers occupying the insured address.

Things we don't cover

Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

Not complying with building laws or regulations

any component of the building that was not built, constructed, renovated, altered or repaired in compliance with the applying local council requirements or relevant building laws or regulations (**non-complying building component**) except those laws or regulations introduced after the building was originally built or when construction, repairs, renovations or alterations were undertaken. Non-complying building components include, but are not limited to:

- you build an additional bathroom without obtaining appropriate permits or with plumbing that does not meet building laws or regulations;
- non-habitable parts of the building converted to habitable rooms (as defined by the Building Code of Australia), where legal height requirements have not been met;
- basement area conversions without building approval and with evidence of inadequate ventilation, drainage or waterproofing (as required under relevant building laws or regulations);
- incorrect slab height in relation to the outside ground level (ie. there must be a step down to outside as required under relevant building laws or regulations);
- poorly designed and non-approved external structures, like decks, gazebos or carports, without obtaining appropriate permits and that do not meet building laws or regulations.

Power surge or shut down by your power provider

power surge or shut down by your power provider, but we will cover:

- fire damage resulting from power surge;
- damage to electric motors covered under the 'Motor burnout' additional cover page 65;
- damage from a power surge caused by lightning but only when:
 - the Australian Government Bureau of Meteorology has a record of lightning in your area at the time of the damage; and
 - you show us written confirmation from a qualified repairer (e.g. electronics repairer) that lightning was the cause.

Things we don't cover

Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

Radioactivity/nuclear materials

- radioactivity or the use, existence or escape of nuclear fuel, nuclear material or waste;
- action of nuclear fission including detonation of any nuclear device or nuclear weapon;
- any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any radioactive or nuclear materials;
- any looting or rioting following these incidents.

Revolution, war

- revolution, hostilities, war or other acts of foreign enemy, war like activity (whether war is declared or not), military coup, hostile acts of sovereign or government state-sponsored entities; or
- any looting or rioting following these incidents.

Roots of trees, shrubs and plants

the roots of trees, shrubs or plants, but we will cover damage to the building and common contents caused by:

- liquid leaking or overflowing from pipes or drains that are blocked or damaged by these roots to the extent it is covered under the insured incident 'Escape of liquid' page 48;
- roots from a fallen tree to the extent it is covered under insured incident 'Impact' page 50.

Seepage of water

water seeping or running:

- through the earth (hydrostatic water seepage);
- down the sides of earth or earth fill that is up against the building;
- down the sides, against the sides or underneath swimming pools, spas or tanks;
- against or through retaining walls;
- from agricultural or overflow pipes.

Tree lopping

trees being lopped, felled or transplanted by you or someone authorised by you.

Things we don't cover

Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

Wear, tear and gradual deterioration

any part of the building or common contents that has wear, tear, rust, fading, rising damp, corrosion, rot, action of light, atmospheric or climatic conditions or gradual deterioration such as, but not limited to:

- tiles and their adhesive or grouting breaking down;
- weathering of roof tiles or roof ridge capping;
- gradual weathering and breakdown of bricks, mortar or concrete.

When security or alarms are not working

loss or theft if the door locks, window locks or alarms you told us were installed, were in fact not installed, not in working condition or disconnected.

We do not cover:

Asbestos

the cost to remove asbestos or its derivatives from the insured address, unless the cost is incurred in order to undertake repairs or rebuilding in connection with a claim for loss or damage to the building but only to the extent removal is necessary in order to repair insured damage.

Confiscation or damage by a legal authority

confiscation, nationalisation, requisition or damage by the police, a government authority or someone with the legal authority to do this but we will cover loss or damage caused by the police or other emergency services in attempting to obtain entry at the insured address in connection with an insured incident covered by your policy.

Defects, faults, workmanship

- loss or damage caused by, connected with or arising from, or liability caused by, connected with or arising from inherent defects, faulty design, structural defects, structural fault or faulty/poor workmanship (e.g. structural posts, beams or load bearing walls have been removed without taking into account structural engineering requirements), if you knew or should have reasonably known about it (e.g. because the defect or fault was able to be observed by you or because it was identified in a pre-purchase building inspection report);
- any loss or damage to the part of the building with an inherent defect, faulty design, structural defect or faulty/poor workmanship, whether or not you knew or should reasonably have known about it.

For details about 'How we deal with defects, faults and poor workmanship' as part of the repair or rebuilding process see page 88.

Extra costs or other losses following an incident covered by your policy

extra costs or other losses (financial and non-financial loss) following an incident covered by your policy, including but not limited to:

- loss of rent except as expressly covered by your policy;
- loss of income or wages;
- medical expenses;
- costs, including the cost of your time, to prove your loss or to help us with your claim (e.g. phone calls, postage) unless stated otherwise in your policy;
- cost of hiring appliances after yours suffer loss or damage;
- professional, expert, legal, consulting or valuation costs unless you obtained our prior authority to incur these costs;
- cost of replacing or reapplying pest control chemicals and baits in or around the insured address;
- travel costs;

We do not cover:

✘ Extra costs or other losses following an incident covered by your policy (cont'd)

- cleaning costs unless stated otherwise your policy;
- any increase in electricity costs not directly arising from an incident covered by your policy.

✘ Medical equipment and aids

any medical equipment, item or aid.

✘ Photographs, electronic data and images

repairing, replacing or fixing:

- electronic data or files that are corrupted, damaged or lost, including software, photographs, films, music or other visual images or audio files stored electronically or on any other medium, unless:
 - the device they were stored on is lost or damaged in an incident; and
 - the electronic data or files were legally purchased and you cannot restore them free of charge.
- hard copies of photographs, films or other visual images that are damaged or lost, but we will cover the cost of reproducing hard copy photographs you have purchased from, or had produced by, a professional photographic business or retail outlet.

✘ Replacement of water

the loss, storage and replacement of water in any tank, container, pool, spa, and any other water storage vessel unless it is specifically covered under the insured incident 'Fire (including bushfire)' page 45.

✘ Sale of your common contents

- loss (including theft) of the building or common contents (or the proceeds of sale) by a person authorised to offer your common contents for sale;
- loss of the building or common contents (or the proceeds of sale) as a result of the bankruptcy or insolvency of a person authorised to offer your common contents for sale.

✘ Sanctions

any payments (including refunding a premium) or the provision of any services or benefit to you or to any other party to the extent that such cover, payment, service or benefit would contravene or otherwise expose us to any penalty, sanction, prohibition or restriction under any applicable United Nations resolutions or trade or economic sanctions, law or regulation of Australia, New Zealand, the European Union, United Kingdom or United States of America.

We do not cover legal liability for or caused by, connected with or arising from:

✗ Agreements you enter into

any agreement or contract you enter into, but we will cover your legal liability if it would have existed had you not entered into the agreement or contract.

✗ Aircraft

you using or owning any aircraft or the facilities to land or store aircraft.

✗ Animals

any animal.

✗ Asbestos

exposure to or potential exposure to asbestos in any form.

✗ Building, altering or renovating

building work being carried out at the insured address where the total cost of building, altering, extending or renovating is more than **\$50,000**.

✗ Buildings, property or land not at the insured address

you owning, occupying or renting any building, property or land not at the insured address.

✗ Business activity

any business activity (including any short-term rental, holiday letting or house sharing arrangement, including any arrangement that was booked through an online booking platform), unless this income is:

- collection of fees from unit owners;
- the residential tenancy of a unit by a permanent tenant, which is part of the building or using no more than **1** unit in the building as an administration office.

✗ Caravans and trailers

using or towing a caravan, mobile home or trailer.

✗ Defamation or copyright

defamation or breach of copyright.

✗ Drones

aerial devices, drones and other autonomously piloted aircraft.

We do not cover legal liability for or caused by, connected with or arising from:

✘ Erection or demolition

erection or demolition of the building or structures.

✘ Fines, penalties and other damages

civil or criminal penalties or fines or aggravated, exemplary, punitive or multiple damages.

✘ Legal actions in other countries

legal actions or legal claims brought against you, decided or heard in countries outside Australia or New Zealand.

✘ Lifts, elevators, escalators, travelators, inclinator or hoists

any alterations, servicing, repairing or additions to lifts, elevators, escalators, travelators, inclinator or hoists that you do. This includes anything that is part of a lift, elevator, escalator, travelator, inclinator or hoist. This does not apply to any alterations, servicing, repairing or additions to lifts, elevators, escalators, travelators, inclinator or hoists carried out by a person or company that you employ or contract and that person or company is qualified to make any alterations, servicing, repairing or additions to lifts, elevators, escalators, travelators, inclinator or hoists.

✘ Motor vehicles or motorcycles

the use or ownership of a motor vehicle or motorcycle or instructing someone on how to use it unless at the time of the incident the vehicle:

- was being used for domestic gardening (e.g. ride on mowers); and
- did not require insurance under compulsory third-party insurance laws or motor accident injuries insurance laws.

✘ Property owned by you or property in your physical or legal custody

loss or damage to property which:

- is owned by you;
- is owned by any person who works for you where that loss or damage arises from their employment with you;
- belongs to someone else and is in your physical or legal custody or control.

We do not cover legal liability for or caused by, connected with or arising from:

✘ Swimming pools or spa baths

the use of swimming pools or spa baths but we will cover your legal liability for these if you have told us about them and 'including pools and spas cover' is noted on your certificate of insurance.

✘ Watercraft

using or owning any watercraft.

✘ Wrongful acts or omissions of your office bearers

wrongful acts or omissions by any of your office bearers but we will cover legal liability for death or bodily injury to other people or loss or damage to their property resulting from an incident in connection with the building, common contents, common areas or insured address.

✘ Vibrations or interference

vibration or interference with the support of the scheme land, the building or other property.

✘ Your employees

death or injury of your employees or damage to their property including while they are working for you at the insured address.

What we cover – the details

4

In this section we tell you about our cover for loss and damage to the building and common contents and our Legal liability cover.

What you are covered for - Accidental loss or damage



Accidental loss or damage to the building and common contents

We cover



Building cover

We cover the building for:

- accidental loss or damage;
- loss or damage caused by the incidents described on pages 41 to 52,

at the insured address in the period of insurance provided that the loss or damage is not excluded, and subject to the conditions of your policy.

Common contents cover

When you add common contents cover to the building policy, we will cover your common contents at the insured address for:

- accidental loss or damage;
- loss or damage caused by the incidents described on pages 41 to 52,

in the period of insurance provided that the loss or damage is not excluded, and subject to the conditions of your policy.

We don't cover



We don't cover anything in section 3 'Things we don't cover' on pages 29 to 38. There are also things we don't cover in sections 4 and 5 on pages 39 to 74.

Limit

The most we will pay for loss or damage to the building or common contents for one incident are the sums insured shown on your certificate of insurance, unless we say otherwise in your policy.



Accidental loss or damage is loss or damage that was not intentional and includes loss or damage from the incidents shown on pages 41 to 52.



We do not insure wear, tear or gradual deterioration. For full details, see page 33.



When making a claim you must be able to prove that an incident covered by your policy took place. An incident is a single event, accident or occurrence (e.g. it means a single storm event, it does not mean rain over time).



Flood

We cover

Loss or damage caused by flood.



We don't cover



- loss or damage caused by actions or movements of the sea or storm surge;
- loss or damage to retaining walls, sea walls, revetments, garden borders and free standing outdoor walls;
- resultant cracking to sealed paths, sealed roads, sealed driveways and any outdoor surfaces but we will cover them if they are washed away by the flood;
- loss or damage to a sporting surface or court including a tennis court, squash court or multi-court surface;
- loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by the flood;
- damage to external paintwork of the building, if that is the only building damage caused by the flood;
- loss or damage to gates, fences or wall fences that would be considered by a reasonable person to be in an obvious state of disrepair before the loss or damage occurred;
- loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover damage caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, flood and not because of erosion, structural fault or design fault;
- the costs of cleaning your undamaged common contents.



'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 lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal;
- a dam.



Storm

We cover



Loss or damage caused by a storm.

We don't cover



- loss or damage caused by actions or movements of the sea or storm surge;
- loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover loss or damage caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, a storm and not because of erosion, structural fault or design fault;
- loss or damage to retaining walls, sea walls, revetments, garden borders and free standing outdoor walls;
- resultant cracking to sealed paths, sealed roads, sealed driveways and any outdoor surfaces, but we will cover them if they are washed away by the storm;
- loss or damage to a sporting surface or court including a tennis court, squash court or multi-court surface;
- loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by the storm;
- damage to external paintwork of the building, if that is the only building damage caused by the storm;
- loss or damage to gates, fences or wall fences that would be considered by a reasonable person to be in an obvious state of disrepair before the loss or damage occurred;
- the cost of cleaning your undamaged common contents at the insured address.



A storm includes a cyclone. See section 10 'Words with special meanings' on page 107.



Storm surge

We cover

Loss or damage caused by storm surge that happens at the same time as other insured damage caused by storm.



We don't cover



- loss or damage caused by actions or movements of the sea;
- loss or damage caused by erosion, vibration, subsidence, landslide, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover loss or damage caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, a storm surge that happens at the same time as other insured damage caused by storm and not because of erosion, structural fault or design fault;
- loss or damage to retaining walls, sea walls, revetments, garden borders and free-standing outdoor walls;
- resultant cracking to sealed paths, sealed roads, sealed driveways and any outdoor surfaces but we will cover them if they are washed away by the storm surge;
- loss or damage to a sporting surface or court including a tennis court, squash court or multi-court surface;
- loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by the storm surge;
- damage to external paintwork of the building, if that is the only building damage caused by the storm surge;
- loss or damage to gates, fences or wall fences that would be considered by a reasonable person to be in an obvious state of disrepair before the loss or damage occurred;
- the cost of cleaning your undamaged common contents at the insured address.



Actions or movements of the sea has a special meaning. It does not mean tsunami or storm surge. See section 10 'Words with special meanings' on page 107.



Lightning

We cover

Loss or damage caused by lightning, including power surge caused by lightning.



We don't cover

- any claim where the Australian Government Bureau of Meteorology has no record of lightning in your area at the time of the loss or damage;
- loss or damage without written confirmation from a qualified repairer (e.g. electronics repairer) saying lightning was the actual cause of the loss or damage;
- loss or damage caused by power failures or surges by your power provider.





Fire (including bushfire)

We cover



Loss or damage caused by:

- fire (including bushfire); and
- heat, ash, soot and smoke that is the direct result of a fire within **100** metres of the insured address.

Extra Costs cover in the event of bushfire

If, during the period of insurance there is a bushfire in your area, we also cover the following costs even if there is no actual physical loss or damage to the building or common contents:

- the cost of replacing water in any tank, container, pool, spa and any other storage vessel where the water has:
 - been used to limit the spread of bushfire at the insured address; or
 - become contaminated due to the use of fire retardant at the insured address;
- the cost of cleaning fire retardant off the building.

If your claim is for these extra costs only, no excess applies. The most we will pay under Extra Costs cover in the event of bushfire is **\$1,000** for any one incident.

We don't cover



Loss or damage arising from:

- arcing, scorching, melting or cigarette burns unless a fire spreads from the initial burn spot (e.g. cigarette burns to carpet where no fire has spread);
 - pollution or vapour from a home heater or a cooking appliance unless a fire spreads from the initial source;
 - gradual exposure to fire, heat, ash, soot and smoke due to recurring incidents of fire or bushfire over an extended period of time.
-



Earthquake and tsunami

We cover

Loss or damage caused by an earthquake or tsunami.



We don't cover

- loss or damage caused by actions or movements of the sea or storm surge;
- loss or damage that occurs more than **72** hours after an earthquake or tsunami;
- loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover damage caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, a tsunami or earthquake and not because of erosion, structural fault or design fault.



'Tsunami' is not an action or movement of the sea, see section 10 'Words with special meanings' on page 107.



Theft or burglary by tenants or their guests

We cover

Loss or damage caused by thieves or burglars who are tenants or their guests.



Note: An additional excess applies. See page 14 for more details.

We don't cover

Loss or damage when a previous claim has been covered for theft or burglary by tenants or their guests in the same period of insurance in relation to the same tenant.



Note: 'Same tenant' means at least one common person was usually residing at the unit at the time of both incidents.



Theft or burglary by people who are not tenants or their guests

We cover

Loss or damage caused by thieves or burglars who are not tenants or their guests.



We don't cover

Loss or damage caused by you, a unit owner, any tenant or their guests.





Escape of liquid

We cover



Loss or damage caused by liquid leaking, overflowing or bursting from any of the following:

- refrigerators, freezers, dishwashers and washing machines;
- any drain, fixed pipes, drainage and sewage systems (not forming part of a shower cubicle wall, floor or base);
- fixed tanks;
- swimming pools or spas;
- waterbeds;
- baths, sinks, toilets and basins (but not showers);
- fixed heating or cooling systems;
- water mains, fire hydrants or water supply pipes;
- tap spindles;
- an aquarium.

Exploratory costs

If a claim is covered under this incident, we provide some additional cover for exploratory costs associated with finding the source of the leak (see additional cover 'Exploratory costs to find leaks from pipes and water containers', page 63).



If a claim is covered under 'Escape of liquid' or under 'Exploratory costs to find leaks from pipes and water containers' page 63 we will also pay up to **\$750** extra to match or complement undamaged wall tiles in the same room, hallway, stairs or passageway where the damage occurred. See page 84.



Escape of liquid (cont'd)

We don't cover



- the cost of repairing or replacing the item from which the liquid escaped e.g. a cracked pipe or leaking tap;
- loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover loss or damage caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, escape of liquid and not because of erosion, structural fault or design fault;
- wear, tear and gradual deterioration, or loss or damage occurring as a result of a gradual process of leaking, splashing, dripping or overflowing;
- loss or damage caused by leaks from agricultural or overflow pipes;
- loss or damage caused by liquid from a portable container, such as a plant pot, vase, terrarium, fishbowl (but not an aquarium), beverage container, saucepan, bucket or watering can;
- loss or damage caused by liquid from a watering system or garden hose;
- loss or damage to retaining walls;
- loss or damage to, or caused by, a leaking shower floor, leaking shower base, leaking shower cubicle walls, leaking shower glass screening or doors, leaking open shower floor areas or other wet areas;
- loss or damage to any portion of a fence or wall that is not owned by you;
- costs if you repair or renovate a damaged area of the building before we can inspect it and find the cause;
- broken, worn or aged tiles or grouting in walls in bathrooms, kitchens or laundries unless the damage is caused by liquid leaking from pipes in walls or floors (not forming part of a shower cubicle wall, floor or base);
- loss or damage caused by wear, tear and gradual deterioration, rust, fading, rising damp, mould, mildew, corrosion, rot.



Impact

We cover

Loss or damage caused by impact (or by power surge caused by impact) at the insured address (e.g. a car hits the building).



We don't cover

- loss or damage caused by flood or storm surge;
- loss or damage to driveways, paths, paving or underground services caused by a road vehicle, crane or earthmoving equipment;
- loss or damage to any portion of a fence or wall that is not owned by you;
- the cost of removing or lopping trees or branches that have not damaged the building or common contents;
- loss or damage caused by trees being lopped, felled or transplanted by you or someone authorised by you;
- the removal of tree stumps or roots still in the ground;
- loss or damage to the building (or part of the building) when the building impacts another item.



Damage by an animal

We cover

Loss or damage caused by an animal that becomes accidentally trapped inside the building.



We don't cover

Loss or damage caused by:

- any animal owned by you, a unit owner, tenant, or someone who is at the insured address with your consent or the consent of a unit owner or tenant;
- any animal allowed onto the insured address by you or anyone living at the insured address;
- insects, vermin or rodents but we will cover damage they cause if it is covered under 'Fire (including bushfire)' on page 45 and 'Escape of liquid' page 48.





Explosion

We cover

Loss or damage caused by explosion.



We don't cover



- the cost of repairing or replacing the item or container that exploded;
- loss or damage caused by nuclear or biological devices;
- loss or damage caused by erosion, vibration, subsidence, landslide, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover loss or damage caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, an explosion and not because of erosion, structural fault or design fault.



Riot, civil commotion or public disturbance

We cover

Loss or damage caused by riot, civil commotion or public disturbance e.g. damage caused by a violent crowd moving down your street.



We don't cover



- loss or damage caused by you, a unit owner, tenants or their guests;
- loss or damage caused by someone who entered the insured address:
 - with your consent;
 - with the consent of someone who had your authority to allow them access to the insured address;
- loss or damage caused by nuclear or biological devices.



Malicious acts and vandalism by tenants or their guests

We cover

Loss or damage caused by malicious acts or vandalism by tenants or their guests.



Note: An additional excess applies. See page 14 for more details.

We don't cover

- the cost of cleaning, repairing or restoring the building or common contents caused by neglect, or untidy, unclean or unhygienic habits of a tenant or their guests, such as the cost of cleaning, repairing or removing:
 - liquid (including urine) or food stains;
 - odours;
 - abandoned items or rubbish;
 - drawing or painting on walls;
 - water damage and stains from over-watering plants;
 - water damaged carpets, flooring, cupboards or vanity units caused by water splashing from showers, sinks or baths;
- loss or damage by tenants or their guests in the same period of insurance in respect of the same tenant.



Note: 'Same tenant' means at least one common person was usually residing at the unit at the time of both incidents.



Malicious acts or vandalism by people who are not tenants or their guests

We cover

Loss or damage caused by malicious acts or vandalism by people who are not tenants or their guests.



We don't cover

Loss or damage caused by you, a unit owner, any tenants or their guests.





Legal liability

We cover



We cover your legal liability to pay compensation for death of or bodily injury to other people or loss or damage to their property resulting from an incident which happens during the period of insurance:

- in connection with the building, common contents, common areas or the scheme land or your land at the insured address; and
- at the insured address.

We also cover you for associated legal costs to defend a claim against you that is covered. We need to first agree to pay the legal costs before they are covered.

We don't cover



We don't cover anything in section 3 'Things we don't cover' on pages 25 to 38.

Limit

The most we will pay for all claims from any one incident for legal liability covered by your policy is **\$20 million** including all associated legal costs.



For examples of how we settle claims, see section 7 'How we settle claims – some examples' on page 93.

This page has been left blank intentionally

Additional cover that comes with your policy

5

When a claim for loss or damage to the building or common contents is covered, you may be entitled to the additional covers in this section. The limits shown are paid in addition to the building or common contents sum insured, unless stated otherwise. Some covers can also be claimed on separately to a claim for loss or damage to the building or common contents. All of the conditions of your policy and the section 3 'Things we don't cover' apply to the additional covers.



In some circumstances, an additional cover may be available to you before your claim for loss or damage to the building or common contents is confirmed as covered under your policy. This does not mean that your claim has or will be covered or that your claim will be paid.



You can make a claim under 'Accidental breakage of glass' page 64, 'Motor burnout' page 65, 'Embezzlement of funds' page 67, 'Office bearer's liability' page 68, 'Lock replacement' page 71 and 'Voluntary workers cover' on page 72 independently of a claim for loss or damage to the building or common contents.



Removal of debris

We cover



When you have building cover

When you are covered for loss or damage to the building, we will cover the reasonable and necessary costs of:

- demolishing and removing the damaged parts of the building from the insured address;
- removing debris, including fallen trees or fallen branches, where:
 - the debris has damaged the building; or
 - removal of the debris is required in order to repair the building.

When you have common contents cover

When you are covered for loss or damage to the common contents, we will cover the reasonable and necessary costs to dispose of the damaged common contents.

We don't cover



When you have building cover

The cost of:

- removing tree stumps and roots still in the ground;
- removing any debris, including trees or branches that have not damaged the building.

When you have common contents cover

Disposal, storage or removal of anything that is not defined as common contents.

Limit

The most we will pay for any one incident is up to **10%** of the building sum insured if the claim is for the building, or **10%** of the common contents sum insured if the claim is for the common contents.



Other repair/rebuilding costs

We cover



When you are covered for the costs of rebuilding or repairing damaged parts of the building, we will pay the reasonable and necessary costs:

- of any temporary work required to make the damaged or destroyed building and insured address safe;
- for the services of professionals, such as architects or surveyors, to repair or rebuild at the insured address;
- to make the damaged building components comply with current home building regulations and laws. We only pay these costs if the building components complied with home building regulations and laws when they were built or when construction, repairs, renovations or alterations were undertaken.

We don't cover



The costs of:

- removing tree stumps and roots still in the ground;
- removing or lopping trees or branches that have not damaged the building;
- upgrading undamaged parts, sections or components of the building to comply with the current building regulations and laws;
- making the building comply with building regulations and laws that existed but were not complied with when the building was originally built or when construction, repairs, renovations or alterations were undertaken (e.g. we will not pay to raise the building if renovations did not comply with height limits or requirements);
- making sheds or outbuildings comply with current building laws and regulations if they did not comply with council requirements and/or if the required permits were not in place at the time they were originally built or when construction, repairs, renovations or alterations were undertaken;
- making the building comply with current multi-residential building or fire safety regulations:
 - that did not exist when the building was originally built or when construction, repairs, renovations or alterations were undertaken; or



Other repair/rebuilding costs (cont'd)

- if the building was not correctly classified with your local council as a multi-residential building prior to the loss occurring;
- any professional fees (e.g. architect's fees) related to a change in the design of the building (or to upgrade any part of it) that you choose to make.

Anything in section 3 'Things we don't cover' on pages 25 to 38.

Limit



The most we will pay under this cover for any one incident, is the building sum insured, less any amount paid for accidental loss or damage under any other part of your policy for the same incident.

 Under 'Other repair/rebuilding costs' we will only make damaged components of the building which we are repairing or rebuilding under your policy comply with current building regulations and laws. This means e.g. if the roof was damaged due to impact by a falling tree and required repairs, we would repair or rebuild the roof as the damaged component of the building. If other building components within the roof space were not damaged in the incident, they would not be repaired or rebuilt as part of the claim. For what we mean by 'components' see page 107.



Temporary accommodation for unit owners

We cover



When an incident covered by your policy damages a unit in the building to the extent that the unit cannot be lived in by the unit owner, we will pay the unit owner's reasonable and necessary temporary accommodation costs for the time it will take to repair or rebuild the unit so that it can be lived in again. We will also pay for the reasonable and necessary temporary accommodation for the unit owner's domestic pets in a commercial boarding establishment for the same period that we pay for the unit owner's temporary accommodation.

The most we will pay is the reasonable and necessary costs of:

- up to **4** weeks in short term accommodation agreed to by us (e.g. standard rates for a hotel, motel or serviced apartment), then if reasonable and necessary;
- up to another **48** weeks in residential accommodation of a similar standard to the unit that has been damaged in the incident.

We will also pay the reasonable and necessary costs for:

- redirection of the unit owner's mail from the insured address for up to **52** weeks;
- utility connection costs such as water, electricity, gas at the temporary accommodation residence;
- assistance with bond payment if required, however any amount we pay in bond is recoverable from you by us. We may deduct this amount from any amount payable to the unit owner;
- if applicable, the break fees associated with early termination of the lease or other rental agreement for the unit owner's temporary accommodation, if they are able to return to their unit in the building in accordance with this additional cover before the term of the lease or rental agreement ends.



Temporary accommodation for unit owners (cont'd)

We don't cover



Temporary accommodation costs:

- if damage to the unit owner's contents is the reason the unit cannot be lived in;
- if you or the unit owner does not intend to repair or rebuild the building or the unit;
- if before the loss or damage occurred, the unit owner had planned to demolish the unit;
- if the unit owner does not need to pay for temporary accommodation;
- if the unit was not the unit owner's principal place of residence at the time of the loss or damage;
- if the unit owner had not intended to be living in the unit during the repair or rebuild period (had the unit not been damaged);
- once the unit can be lived in again;
- to the extent permitted by law, you or the unit owner are able to recover under another insurance policy.

Other costs related to any business activity operated at the unit.

Anything in section 3 'Things we don't cover' on pages 25 to 38.

Limit ↑ \$

The most we will pay for all claims under this cover in relation to the same incident is up to **10%** of the building sum insured and the longest period that can be claimed for is **52** weeks.



Loss of rent following an insured incident

We cover



If following an incident covered by this policy a tenanted unit in the building cannot be lived in or cannot be re-leased, we will pay the unit owner the weekly rental amount for the time it should take to repair or rebuild the building or unit so that it can be lived in or re-leased.

We will engage a builder to determine how long the repairs or rebuild should take. For example, if you have a fire claim and our builder determines that the repairs should take **4** weeks to complete, the unit owner may be entitled to **4** weeks of loss of rent under this additional cover.

We don't cover



Loss of rent:

- if you or the unit owner does not intend to repair or rebuild the building or the unit;
- if the tenant still has an obligation to pay the rent to the unit owner;
- once the unit is able to be lived in again or be re-leased because the repair or rebuilding process for the damage covered under this policy is complete;
- if the unit was not occupied by a paying tenant at the time the loss or damage occurred, but we will provide cover if it would have been rented, during the time taken to repair, replace or rebuild the property or unit. You may be able to show this by a signed tenancy agreement from a tenant that was due to move in;
- if the tenant has not paid rent or vacated the unit with rent owing;
- to the extent permitted at law, if the unit owner is able to recover loss of rent under another insurance policy;
- if the unit owner does not have a written rental agreement with their tenant.

Anything in section 3 'Things we don't cover' on pages 25 to 38.

Limit

The most we will pay under this cover in relation to the same incident is **10%** of the building sum insured and the longest period that can be claimed for is **52** weeks.



Costs to re-establish important documents

We cover



If a claim under your policy is covered, we will pay the reasonable costs to restore or replace important written or printed records that belong to you if they are lost or damaged in an incident while at the insured address.

We don't cover



- documents that are the personal property of unit owners, shareholders, members, proprietors or any other person or party;
- electronic files;
- bearer bonds or coupons, bank or currency notes, book debts or any negotiable instruments;
- replacement of your documents as blank stationary.

Limit

The most we will pay for all claims made in any one period of insurance is up to **\$5,000**.



Exploratory costs to find leaks from pipes and water containers

We cover



The reasonable cost of:

- searching for the source of leaks in pipes and water containers at the insured address; and
- restoring the damage to the building or common contents caused by the exploratory work under this additional cover,

but only if the escape of liquid is covered under the 'Escape of liquid' insured incident, see page 48.

We don't cover



- any costs if the leaking did not first happen in the period of insurance;
- if the source of the leak can be located without invasive work (e.g. using a thermal camera), we won't pay any further exploratory work costs (or loss or damage related to the exploratory work) after this point;
- searching for leaks in shower bases, walls or floors or fixing them so they do not leak unless the damage is caused by liquid leaking from pipes in shower walls or from water containers;
- fixing broken, worn or aged tiles or grouting in walls in showers, bathrooms, kitchens or laundries unless the damage is caused by liquid leaking from pipes in walls, floors or from water containers.

Limit

The most we will pay are your reasonable and necessary costs.



If we pay a claim under 'Escape of liquid' page 48 or under 'Exploratory costs to find leaks from pipes and containers' we will also pay up to **\$750** extra to match or complement undamaged wall tiles in the same room, hallway, stairs or passageway where the damage occurred. See page 84.



Accidental breakage of glass

We cover

Accidental breakage of glass that happens during the period of insurance.



We don't cover

When you have building cover

- shower bases (tiled or otherwise);
- the cost to modify any part of the building to fit the replacement cooking or heating appliance if the dimensions differ;
- any loss or damage caused by the broken item covered by this section including the cost of cleaning up the broken glass;
- any loss or damage if the breakage does not extend through the entire thickness of the damaged item (e.g. chips or scratches);
- glass in a glasshouse, greenhouse or conservatory;
- ceramic tiles;
- anything in section 3 'Things we don't cover' on pages 25 to 38.



When you also have common contents cover

- any accidental breakage which has occurred while the items are in the open air;
- drinking glasses and any glass or crystal items normally carried by hand;
- any handheld mirrors;
- glass that is part of a vase, decanter, jug, fishbowl, ornament or light globe;
- any loss or damage if the breakage does not extend through the entire thickness of the damaged item (e.g. chips or scratches).

Limit

The most we will pay are your reasonable and necessary costs of repairing or replacing the broken glass. This limit is paid within the building or common contents sum insured.



Note: a claim under this cover can be made independently of a claim for loss or damage to the building or common contents.



Motor burnout

We cover



The burning out or fusing of any electric motor, which is part of the building or part of the common contents (e.g. garbage disposal units, swimming pool motors in common areas) and where the motor is less than 7 years old, that happens in the period of insurance.

Cover includes the reasonable cost to repair or replace:

- the electric motor or compressor containing the motor;
- an entire sealed unit, filter, dryer and re-gassing if the electric motor is inside a sealed refrigeration or air conditioning unit;
- a swimming pool water pump, combined with its electric motor, if the replacement pump motor cannot be bought on its own.

We will engage a member of our supplier network to review your quote and/or inspect the motor to determine if it can be repaired or replaced.

Repairing your motor

We will engage a repairer within our repairer network who is able to complete the repairs to your motor to provide a quote.

If the quoted cost to repair the electric motor or motor in an appliance is less than the cost of replacement, we will authorise the repairs. If you do not accept the offer to repair, we will pay you the quoted cost.

Replacing your motor

If the quoted cost to repair the electric motor or motor in an appliance is more than the cost of replacement or the motor cannot be repaired, you have the option for a replacement of an equivalent motor or motor in a sealed unit of the same specification and standard available at the time of the loss and damage.

If you do not accept the offer, you will be paid the value of our replacement motor. This may be less than what it would cost you to arrange the replacement in the market as we are able to secure supplier discounts from within our supplier network.

Replacing the whole appliance

We will only pay you the cost to replace the whole appliance when a member of our supplier network determines that the cost to repair or replace the motor is more than the cost to replace the whole appliance. This may be less than what it would cost you to arrange the replacement in the market as we are able to secure supplier discounts from within our supplier network.



Motor burnout (cont'd)

We don't cover



- the cost of extracting or reinstalling a submersible pump;
- any amount you can recover under a manufacturer's guarantee or warranty;
- loss or damage to motors forming part of equipment or appliances used for any business activity;
- loss or damage to a refrigerator or freezer caused by spoiled food;
- anything in section 3 'Things we don't cover' on pages 25 to 38.

Limit

Reasonable costs to repair or replace the electric motor or compressor containing the motor.



Note: a claim under this cover can be made independently of a claim for loss or damage to the building or common contents.



Embezzlement of funds

We cover



Fraudulent embezzlement or theft, misappropriation or conversion of your funds by office bearers or your employees committed in the period of insurance.

We don't cover



Any loss of funds:

- arising out of theft, embezzlement, misappropriation or conversion committed prior to the start of your policy;
- unless you have exhausted any rights or entitlements to payments from any fidelity bond or fund or under other statutory legislation;
- arising from conduct of the same person after you discover how this happened or identify the person responsible;
- held by managing agents of the building;
- discovered more than **12** months after the end of the period of insurance during which the incident occurred;
- not reported to us within **6** months of you discovering it;
- when your accounting records cannot prove how much you have lost. Accounting records may include bank statements, financial records or a report from a forensic accountant.

Limit

The most we will pay under this additional cover for all claims, in total, in the period of insurance is **\$50,000**.



Note: a claim under this cover can be made independently of a claim for loss or damage to the building or common contents.



Office bearer's liability

We cover



We will cover any office bearer for loss arising from any claim first made against the office bearer for a wrongful act in the period of insurance and notified to us in the period of insurance.

In addition, we cover:

Defence costs

For any claim that is covered by this cover, we will pay the reasonable legal costs to defend that claim. We may do this even if indemnity has not been confirmed by us until the claim is withdrawn or indemnity under the claim is denied.

If a claim is withdrawn or indemnity is denied, you must refund any defence costs advanced by us.

Continuous cover

If a claim, fact or circumstance arises and that claim, fact or circumstance should have been or could have been notified to us prior to the end of the relevant period of insurance, we will accept the notification of such claim, fact or circumstance under this cover, subject to the terms of this cover, but we will only do this if we have continuously been your insurer for the purposes of Office bearer's liability cover between the date when such notification should have been given and the date when such notification was in fact given.

Cover for any such claim, fact or circumstance notified to us will be subject to the terms and conditions, including the limit of liability and excess, applicable to the Office bearer's liability cover under which the notification should have or could have been given.



Note: a claim under this cover can be made independently of a claim for loss or damage to the building or common contents.



Office bearer's liability (cont'd)

**We
don't
cover**



Any claims for, arising from or connected with:

- injury, sickness or death of anyone;
- damage to or loss of use of property, other than your entrusted documents;
- facts or circumstances covered under any other part of your policy;
- any fact or circumstances of which you were aware prior to the inception of your policy that the office bearer (or a reasonable person in the office bearer's position) would reasonably expect might lead to a claim being made against you;
- your decisions not to effect and maintain insurance as required by any strata, body corporate, community title or similar law;
- publication or defamation or other disparaging material;
- deliberate, reckless or malicious wrongful acts or omissions;
- a conflict of interest of an office bearer;
- any dishonest, fraudulent, criminal or malicious act or omission of any office bearer;
- receipt of an illegal benefit by an office bearer;
- any financial guarantee or warranty;
- any intentional exercise of power by any office bearer where the exercise of power is for a purpose other than that for which the power was conferred;
- relating to the destruction or damage of documents such as bearer bonds, coupons, bank notes, currency notes and negotiable instruments;
- wrongful acts or omissions by an office bearer when not performing in their role as your office bearer;
- any legal action or legal claims brought against you outside of Australia;
- any fines or awards for aggravated, exemplary or punitive damages;
- any claim by an office bearer claiming compensation from another office bearer or you or office bearers claiming against each other.



Office bearer's liability (cont'd)

Special conditions

Non-imputation

Where this additional cover insures more than one party, any conduct on the part of any one party or parties where the party or parties:

- failed to comply with the duty of disclosure in terms of the Insurance Contracts Act 1984 (Cth);
- made a misrepresentation to us before this contract was entered into; or
- failed to comply with any terms or conditions of this cover,

will not prejudice the right of the other party or parties to indemnity as may be provided by this cover, subject to the following:

- the party or parties so indemnified be entirely innocent of and have no prior knowledge of any of the conduct; and
- as soon as reasonably practicable on becoming aware of any of the conduct set out above, you must advise us in writing of all known facts in relation to the conduct.

Special Definitions

The following special definitions apply to this additional cover:

Loss

means the amount payable to compensate another unit owner in respect of a claim for a wrongful act, including damages, judgments, settlements, orders for costs and defence costs.

You

has the meaning set out on page 21 and includes any office bearer.

Limit



The most we will pay under this cover in total for all claims in the period of insurance (including legal costs) is **\$1,000,000**.



Lock replacement

We cover



The reasonable and necessary costs of replacing the building's locks or changing the key codes if:

- keys or key codes to the common areas of the building are stolen from the insured address during the period of insurance; and
- the keys or key codes have the address of the building on them; and
- the theft is reported to the police.

If you make a claim under this additional cover no excess applies.

We don't cover



- replacement of locks or key codes if you do not report the theft to the police;
- replacement of motor vehicle or motorcycle keys or their locks;
- replacement of keys or key codes to units;
- replacement of keys or key codes that were in the possession of a tenant in a unit.

Limit



The most we will pay in total for any one incident is up to **\$1,000**.



Note: a claim under this cover can be made independently of a claim for loss or damage to the building or common contents.



Voluntary workers cover

We cover



If a voluntary worker is injured or dies in an accident we will pay the voluntary worker benefits shown in the tables on pages 73 and 74 if the accident happens:

- at the insured address; and
- in the period of insurance; and
- while the voluntary worker is doing work you agreed to.

We don't cover



- the weekly benefit for voluntary workers shown on page 75, if the voluntary worker's average weekly income is not reduced or lost because of the disability;
- injury to any employee or contractor of yours;
- worsening of any injury because the voluntary worker did not seek medical treatment as soon as possible after the accident;
- death of a voluntary worker if death occurs more than **12** months after the accident that caused it;
- treatment for any condition or injury that existed before you insured the building under your policy or before the voluntary worker began undertaking the voluntary work (a pre-existing condition);
- intentional self-injury or suicide;
- mental illness;
- hernia;
- illness (e.g. a cold or virus);
- coronary failure or coronary thrombosis (e.g. heart attack);
- stroke or cerebral haemorrhage;
- injury, death or disability caused by:
 - use of alcohol or illegal drugs;
 - childbirth or pregnancy;
 - something eaten or any other digestive ailment.



Note: a claim under this cover can be made independently of a claim for loss or damage to the building or common contents.

The benefits for Voluntary workers cover

Injury or Death	The benefits
Death	\$40,000
Total or permanent loss of sight in:	
• both eyes;	\$40,000
• one eye.	\$20,000
Total loss or complete inability to use:	
• both hands or both feet;	\$40,000
• one hand and one foot;	\$40,000
• one hand or one foot.	\$20,000
Total and permanent loss of sight in one eye and total loss of effective use of one hand or one foot.	\$40,000
Loss of average weekly earnings caused by the voluntary worker not being able to carry out their occupation.	
Total disability means being unable to carry out any of the usual duties of their occupation.	Total disability – we pay the smallest of: <ul style="list-style-type: none">• 100% of average weekly earnings¹; or• \$400 a week.
Partial disability means being unable to carry out some, but not all, of the usual duties of their occupation.	Partial disability – we pay the smallest of: <ul style="list-style-type: none">• 25% of average weekly earnings¹; or• \$100 a week; or• the amount of earnings lost.

¹ Average weekly earnings is the voluntary worker's gross weekly wage or salary for the 13 weeks before the accident, divided by 13.

Injury or Death (cont'd)

For weekly earning claims, we will require:

- medical evidence confirming disablement; and
- evidence that weekly earnings have reduced e.g. certificate from an employer or accountant.

We might also require:

- written authority from the injured person to get their medical or other records;
- an examination of the person by a doctor we choose, to give us a report.

The benefits (cont'd)

We will only pay weekly benefits for up to a total of **104** weeks for all disabilities caused by each accident.

The most we pay for all payments made under this additional cover is:

- for each incident causing a claim; **\$40,000**
 - all incidents causing a claim in any one period of insurance. **\$250,000**
-

We want to be there for you in your times of need. In this section we set out how we help you when you make a claim.

Making a claim

What you must do

- allow us to inspect the damaged building and/or common contents;
- allow us to arrange for experts to assess the damaged building and/or common contents and to quote on repair or replacement;
- arrange for all common contents to be moved and/or stored in order facilitate repairs to the building;
- provide us with a quote/s for repair or replacement if we ask for this;
- provide us with any inspection report you might have obtained prior to purchasing the building;
- when requested, provide us with all proof of loss, ownership and value;
- provide us with information, co-operation and assistance in relation to the claim (including attending an interview or giving evidence in court if required);
- allow us, or a person nominated by us, to recover, salvage or take possession of the building or common contents when we replace or pay you the full sum insured for the item or the building. When we ask, you must send any items to us, or cooperate in our collection or retrieval of such items.

What you must not do

- do not dispose of any damaged parts or items of the building or common contents without our consent unless it is necessary for health or safety reasons;
- do not carry out or authorise repairs without our consent unless you cannot contact us and need to make emergency repairs to protect the building or common contents or it is necessary for health or safety reasons;
- do not wash or clean or remove debris from any area damaged by fire without our consent unless you need to do this to prevent further loss or it is necessary for health or safety reasons;
- do not admit liability or responsibility to anyone else unless we agree;
- do not negotiate, pay or settle a claim with anyone else unless we agree;
- do not accept payment from someone who admits fault for loss or damage to the building or common contents. Refer them to us instead.

If you do not comply

If you do not comply with 'What you must do' and 'What you must not do' we can reduce or refuse your claim and/or recover from you any costs and/or any monies we have paid and/or cancel your policy.

Legal liability or office bearer's liability claims

In this section 'plaintiff' means the person or entity making a claim against you or your office bearers.

You must tell us as soon as possible, about any incident that has caused an injury to others or damage to other people's property.

You also must tell us about any demands made on you to pay compensation to others and any court actions or offers of settlement and send these to us.

If you make a legal liability claim under your policy we can decide to defend you, settle any claim against you or represent you at an inquest, official enquiry or court proceedings.

If we decide to defend you, settle any claim against you or represent you, then you and your office bearer must give us all the help we need, including help after your claim is settled.

If we have legal advice that the sum insured will not be enough to fully compensate the plaintiff's claim and we think a court is likely to award more than this amount, our liability will be limited to the amount of the sum insured plus proportionate defence costs.

If you or your office bearer refuses to consent to any settlement recommended by us, our liability in relation to such claim will not exceed the amount for which the claim could have been settled (including costs and expenses incurred) up to the date of the refusal, subject to our solicitor's legal opinion. The cost of obtaining such legal opinion will be advanced by us as defence costs.

If we decline a claim or do not pay your claim in full

We will provide reasons for our decision to decline the claim or not pay it in full. We will send you written confirmation of our decision.

How to establish your loss

Establish an incident took place

When making a claim you must be able to prove that an incident covered by your policy actually took place. If you do not do this, we will not be able to pay your claim.

We may obtain the following from the police:

- confirmation that you reported the incident;
- details of any investigations they undertook.

You must give us authority to access these records, if we ask.

Describe your loss or damage

You must also give us accurate and full details of what was lost, stolen or damaged.

Proving loss, ownership and value

You must give us proof of loss, value and ownership of items claimed when we request it. Allowing us, a repairer or an expert appointed by us, to look at what is damaged is usually all that is needed to prove your loss. Sometimes though we might ask you to produce a copy of the most recent plans and drawings for the building, photographs of the building or other proof that supports the extent of the loss you have suffered.

For lost, damaged or stolen items that are no longer available for inspection (e.g. because they were stolen or destroyed in a fire) you must validate your claim by giving us details of when and where they were purchased and proof of ownership and value. The type of proof we might ask for includes proof of purchase (e.g. a sales receipt that has the item, description or code, a purchase price, date purchased and where the item was purchased), a valuation from a qualified professional valuer, original operating manual, manufacturer's box, certificate of authenticity, close up photograph and a full description of the item (e.g. brand, model etc.).

We do not consider that a statutory declaration of itself is acceptable evidence of proof of ownership and value.

If you are unable to substantiate your claim, we can reduce or refuse your claim.

How we settle building claims

We will aim to use a member of our supplier network to repair or rebuild the damage to the building. Sometimes, this is not always possible. This will determine how the building claim will be settled.

When a member from our supplier network can complete the repair or rebuild

When your claim for loss or damage to the building is covered, we will engage a builder from our supplier network to prepare a scope of works and provide a quote on the cost to repair or rebuild the building on a 'new for old' basis.

Once the scope of works and quote is provided to us, we will arrange for it to be assessed. This will involve reviewing the quote to make sure that the quote is appropriate and reasonable for the scope of works. This includes a consideration of the appropriateness of materials, repair method, labour and material costs and overall cost effectiveness.

If the amount of the assessed quote to repair or rebuild the building is less than the building sum insured we will offer you the choice to have the building repaired or rebuilt (based on the recommendation of our builder).

If the amount of the assessed quote to repair or rebuild is more than the building sum insured, we will not repair or rebuild.



If you accept the offer



If you choose not to accept the offer



You will be paid the building sum insured.



The builder we engage will complete the repair or rebuild on a 'new for old' basis.



You will be paid the amount of the assessed quote to repair or rebuild on a 'new for old' basis (less any applicable deductions). Note: this amount to repair or rebuild may be less than what it would cost you to arrange the repairs or rebuild with your own builder. We are able to secure supplier discounts from within our supplier network.

When a member of our supplier network is unable to complete the repair or rebuild

When your claim for loss or damage to the building is covered and a member of our supplier network is unable to complete the repair or rebuild, we will ask you to engage a builder to provide a scope of works and provide a quote on the cost to repair or rebuild the building on a 'new for old' basis.

Once the scope of works and quote is provided to us, we will arrange for it to be assessed. This will involve reviewing the quote to determine it is appropriate and reasonable for the scope of works. This includes a consideration of the appropriateness of materials, repair method, labour and material costs and overall cost effectiveness.

If the quote is appropriate and reasonable for the scope of works, we will then pay you the assessed amount. If it is not, the quote may be adjusted. This may include, adjusting the scope of works or the quote. We will then pay you the adjusted amount of the quote.

If we pay you for the repair or build, the Lifetime guarantee on building repairs does not apply see page 89.

How we settle common contents claims

When your claim for loss, theft or damage to your common contents is covered, your common contents may be replaced, repaired or we may pay you. We will aim to use a member of our supplier network to repair or replace damaged contents.

How we settle will depend on the circumstances of the claim including the cost of repair or replacement, your sum insured and any lower policy limits.

If the cost of repair or replacement exceeds your common contents sum insured, you will be paid your common contents sum insured.

Repairing your common contents

We will engage a repairer within our repairer network who is able to complete the repairs to your common contents to provide a quote. If the quoted cost to repair the item is less than the cost of replacement, we will authorise the repairs. If you do not accept the offer to repair, we will pay the quoted cost.

Replacing your common contents

If the quoted cost to repair is more than the cost of replacement on a 'new for old' basis or the common contents item cannot be repaired, you have the option to accept a replacement on a 'new for old' basis sourced through our supplier network. See page 81 for what 'new for old' means.

If you do not accept the offer, you will be paid the value of our replacement. This may be less than what it would cost you to arrange the replacement in the market. We are able to secure supplier discounts from within our content supplier network. We will pay your cash or if available, you can choose to be paid this as a voucher, store credit or stored value card.

When we settle a building or common contents claim we will not:

- pay more than the relevant sum insured or policy limit;
- pay extra because you paid more for that item when it was originally purchased;
- pay extra to replace the building or common contents item to a better standard, specification or quality than they were before the loss or damage occurred except as stated in meaning of 'new for old' see page 81;
- fix inherent defects, structural defect, structural fault and/or faulty/poor workmanship that are not covered by your policy (see section 3 'Things we don't cover' on page 34), other than a defect or fault that we guarantee under this policy;
- fix or pay to fix pre-existing damage (unless your policy provides otherwise);
- pay for any decrease in the value of a pair, set or collection when the damaged or lost item forms part of the pair, set or collection. We pay only for the repair or replacement of the item which was damaged or lost.

‘New for old’ means:

- we rebuild, replace or repair with new items or new materials that are reasonably available at the time of replacement or repair from Australian suppliers;
- we rebuild, replace or repair new for old regardless of age, with no allowance for depreciation.



For example, outdoor furniture in a common area, including tables and chairs, which were purchased **5** years ago for **\$5,000** and are now worth **\$2,000**, will be replaced with brand new outdoor furniture equivalent to your old outdoor furniture when it was new. Cover is not limited to **\$2,000**.

Same type, standard and specification as when new

We will repair or replace to the same type, standard and specification (but not brand) as when new. If the same is not reasonably available from an Australian supplier, we will repair or replace with items or materials of a similar type, standard and specification as when new. We can replace with a different brand.

‘New for old’ does not:

- include paying the extra cost of replacing or purchasing an extended warranty on any item;
- mean of a better standard, specification or quality than when new.

When items may be replaced to a better standard

Refrigerators, freezers, dishwashers, air conditioners, washing machines and dryers with less than a 3 star energy rating

For these items when being replaced, ‘new for old’ means replacing with a new item of equal specification (but not brand) and if you agree, it means replacing with a minimum **3** star energy rating if this is available. It can be a different brand.

Obsolete electrical appliances

For obsolete electrical appliances, ‘new for old’ means, replacing or repairing that item to an equal specification (but not brand). If this is not available, it means to the nearest better specification available. It can be a different brand. We do not repair or replace, or pay you for electrical or electronic items that were no longer able to be used for the purpose they were intended prior to the incident covered by your policy (e.g. a TV in a common area that can no longer be watched).

Common contents items that cannot or will not be replaced 'new for old'

For these items (such as paintings, pictures and works of art in a common area), 'new for old' means that if the item cannot be replaced 'new for old' or repaired, we will pay you what it would have cost to buy the item immediately before the loss or damage occurred, up to the relevant limit in your policy. We may engage an expert to help determine this.

Building claims

This section relates specifically to a claim made on the building policy and is in addition to the information in 'How we settle building claims' on pages 78 and 79.

When we authorise the repair or rebuilding of the building

We may enter into any building contract with the selected repairer and/or supplier on your behalf. We will oversee the repairs and keep you informed of their progress.

Repairing or rebuilding damaged parts

We will repair or rebuild the parts that are damaged when the damage is covered by your policy. Apart from the limited circumstances where we will repair or rebuild undamaged parts (see 'When we will pay extra in relation to undamaged parts' on page 83) this policy does not cover you to replace undamaged parts, such as when:

- **one garage door is damaged**
we will only replace or repair the damaged one, not other doors.
- **roof tiles are damaged**
we will only replace the damaged ones, not the undamaged tiles, even if the undamaged tiles are faded or have a different profile and do not match the new ones used for repairs.
- **roof sheeting is damaged**
we will only replace the damaged roof sheeting, not the undamaged roof sheeting, even if the closest match available to us is a different shade, colour, finish, material or profile to the undamaged roof sheeting.
- **an external wall is damaged**
we will replace the damaged parts of the wall, not undamaged areas of the wall or other sides of the building.

When we cannot match materials to undamaged parts

If we cannot find new materials to match undamaged parts, we will offer to repair or rebuild using new materials of a similar type, standard and specification to the damaged parts of the building when new and that are reasonably and commercially available in Australia and compliant with current building regulations. It may not be the same brand, line or product.



If you are not satisfied with the materials we find, you have two further options before we commence the repair or rebuild:



You can pay the extra cost of replacing undamaged parts of the building to achieve a uniform appearance with the materials we have found. See also 'When we will pay extra in relation to undamaged parts' on page 83 as there are some limited circumstances where we will pay extra to repair or rebuild undamaged parts.



We can pay you the assessed quote of repairing or rebuilding using materials that are the closest match available that has been quoted by one of our suppliers based on the materials we have found. The assessed quote may be less than what it will cost you to arrange the repairs or rebuild within the building market. We are able to secure supplier discounts from our supplier network.

When we will pay extra in relation to undamaged parts

If we cannot find new materials to match undamaged parts, we will pay extra to rebuild or repair undamaged parts to achieve a uniform appearance in the following limited circumstances:

- **wall tiles are damaged** we will pay extra to replace undamaged wall tiles in the same room, stairs, hallway or passageway* so they match or complement new tiles used for repairs.
- **other wall coverings are damaged** (e.g. paint, wallpaper, wood panels, but not tiles) we will pay extra to paint, wallpaper or replace undamaged wall coverings in the same room, stairs, hallway or passageway* where the damage occurred.
- **floor coverings are damaged (including tiles)** we will pay extra so that continuously joined undamaged floor coverings of the same material in the same room, stairs, hallway or passageway* where the damage occurred will have a uniform appearance. This does not mean that we will always replace the undamaged floor coverings. Sometimes a repair (e.g. sanding or other floor treatment) may be possible to achieve a uniform appearance.
- **kitchen cabinets, cupboards or benchtops are damaged** we will pay extra to replace undamaged parts of the same cabinet, cupboard, or benchtop so that they match the repaired parts.

*See pages 86 to 87 for 'What we mean by same room, stairs, hallway or passageway'.



Same cabinet, cupboard or benchtop means:

- those parts continuously joined to the damaged parts (this is one 'section');
- made out of the same materials; and
- on the same level.

See the case study on page 85 for a visual explanation.

The same cabinet, cupboard or benchtop does not include a separate kitchen island but it does include a cabinetry tower (e.g. a pantry) (including any upper or lower cabinets joined to the cabinetry tower) if they are continuously joined to the damaged part and made out of the same materials. For the avoidance of doubt, we consider cabinetry that connects to a cabinetry tower in this manner is on the same level and is the same cabinet and cupboard.



Sometimes replacing the benchtop, door fronts or drawers in the undamaged area is all that is necessary to create a uniform appearance.



In relation to claims under 'Escape of liquid' page 48 and 'Exploratory costs to find leaks from pipes and water containers' on page 63, the most we will pay under 'When we will pay extra in relation to undamaged parts' on page 83 for wall tiles is **\$750**.

Case study

The extent of repairs carried out to match undamaged areas in a kitchen.

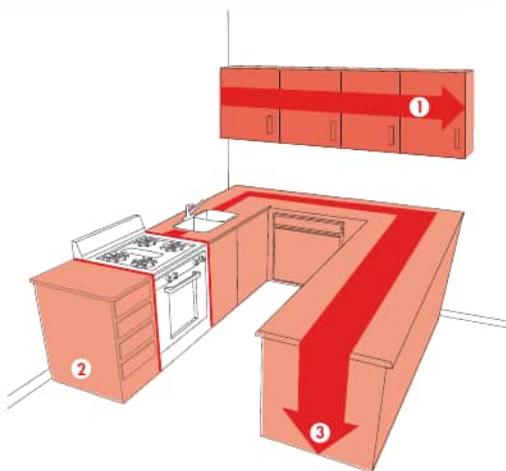
To match undamaged areas to the damaged parts, they must be:

- continuously joined; and
- on the same level; and
- made of the same material.

In this kitchen case study

Areas 1, 2 and 3 will be treated as separate sections. The oven breaks up the bottom level into two sections (e.g. if only section 2 is damaged, we will not pay to replace sections 1 and 3).

If this kitchen case study included an undamaged kitchen island (separate to all other cabinetry shown) it would be considered a separate section.



What we mean by same room, stairs, hallway or passageway

Same room

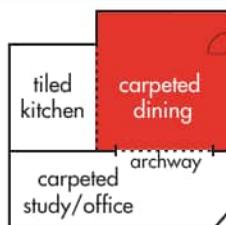
A room is an area starting and finishing at:

- its nearest walls;
- nearest doorway, archway or similar opening of any width;
- a change in the floor or wall covering.

A room is not the same room if there is a change in floor elevation.

A hallway next to a room is not the same room, even if it has the same continuously joined floor covering.

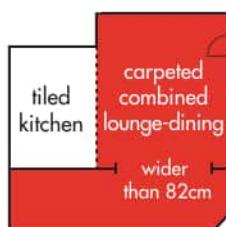
Any archway or similar opening separates a room unless it is a combined lounge-dining room (below).



Combined lounge-dining room

We will only combine rooms with a shared doorway, archway or similar opening when:

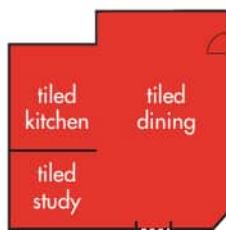
- they are lounge and dining rooms; and
- the elevation in the flooring is the same in both rooms; and
- the shared doorway, archway or similar opening is wider than **82cm**; and
- the floor or wall covering is the same in both rooms.



Open plan areas

When there is no wall, archway, doorway or similar opening, the room continues until:

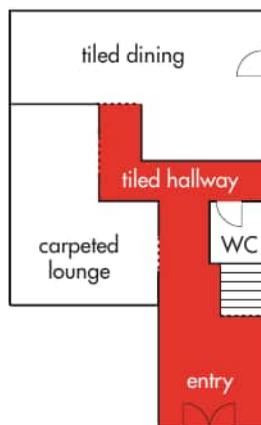
- a change in the floor or wall covering;
- there is a change in elevation in the floor;
- the start of a hall or passageway;
- the nearest wall, doorway, archway or similar opening.



Same passageway or hallway

A passageway or hallway has the same meaning as a room. We will not combine a hallway and a room.

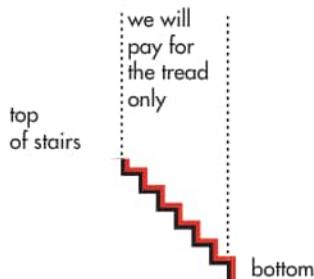
A passageway or hallway is not the same passageway or hallway, if there is a change in elevation in the passageway or hallway flooring.



Same stairs

Side view of stairs

The same stairs is the top of the treads only on the stairs and not the room (or the landing) at the top or the bottom of the stairs.



Legend

-  Shaded areas show the area that we consider the same room, stairs, hallway or passageway.
-  Solid lines represent floor to ceiling walls.
-  Dotted lines show boundaries of a room or area where there is no physical barrier present (e.g. no wall or door).

How we deal with defects, faults and poor workmanship

There are different ways we manage defects, faults and poor workmanship during the repair or rebuilding process:

- if the building has a defect, fault or poor workmanship (see section 3 'Things we don't cover' on page 34), it is not covered and we will not pay to fix it. This is the case whether you knew about the defect or fault (or not). For example, we would not fix structural posts, beams or load bearing walls that have been removed without taking into account structural engineering requirements.
- if a defect or fault (or poor workmanship) causes or contributes to loss or damage to the building, that resultant damage is not covered but only if you knew about the defect or fault or should have reasonably known about it (see 'Things we don't cover' page 34). For example, your roof has a fault (and you knew about the fault because you have been told about it by a tradesperson) and this allows rain to enter during a storm, we will not pay to fix the resultant water damage.
- if a member of our supplier network is unable to complete the repairs or rebuild damage covered by your policy (e.g. because a defect or fault or poor workmanship in any building component will not support the repairs) we will pay in accordance with 'How we settle building claims' on page 78 as if the building component did not have the defect or fault. This is the case whether you knew about the defect or fault (or not). For example, a defective load bearing wall will not support the repairs needed to the ceiling. We pay you the cost to repair the damage to the ceiling as if the building did not have the defective load bearing wall.

Changes to the building

If you want to change the design of the building

When rebuilding the building, if we agree, you can change the design of the building or upgrade parts of it, provided you pay the extra costs of doing this including all costs related to the construction and all professional fees (e.g. architects's fees). If you want to downsize the building for less cost than you are entitled to claim, we will not pay more than the assessed quote from a member of our supplier network to rebuild the downsized building. For example, if your building is damaged in a storm and has to be rebuilt, and you choose that you want to downsize to a smaller building, the most we will pay is the assessed quote from our builder to rebuild the smaller building.

Choosing to rebuild on another site

If the building is to be rebuilt following an incident covered by your policy you can choose to have the building rebuilt on another site provided you pay any extra costs involved.

Lifetime guarantee on building repairs

When we repair or rebuild the building, we guarantee the standard of workmanship of that work for the lifetime of the building if we:

- authorise;
- arrange; and
- pay the builder or repairer directly for this work.

What we guarantee

We guarantee the standard of the workmanship to be free of defects. If a defect arises in the lifetime of the building as a result of poor quality workmanship, then we will rectify the problem.

It is a condition of our guarantee that we reserve the right to decide who will undertake the rectification work.

This guarantee does not apply:

- to repairs you authorise or make yourself;
- to loss, damage or failure of any electrical or mechanical appliances or machines;
- to wear and tear consistent with normal gradual deterioration of the building;
- where we give you payment for the cost of repairs and you arrange the repairs.

Common contents claims

This section relates specifically to a claim made on your common contents policy and is in addition to the information in 'How we settle common contents claims' on page 80.

When we repair or replace your common contents

We will repair or replace with items or materials that are reasonably available at the time of repair or replacement from Australian suppliers.

We will do our best to replace to the same type, standard and specification (but not brand) as when new.

Repairing or replacing damaged common contents

We will repair or replace contents that are lost or damaged when the loss or damage is covered by your policy. Apart from the limited circumstances where we will repair or replace undamaged common contents (see 'When we will pay extra in relation to undamaged parts' page 90) you cannot claim to replace undamaged contents e.g. an outdoor chair which is part of a suite is damaged beyond repair, we will pay to replace that chair, not the whole outdoor suite.

If we cannot match materials to undamaged parts

If we cannot find new materials to match undamaged parts, we will use new materials of a similar type, standard and specification that are reasonably and commercially available in Australia. It may not be the same brand, line or product.



If you are not satisfied with the materials we find, you have two options, before we commence the repair or replacement:



You can pay the extra cost of replacing undamaged parts of your common contents to achieve a uniform appearance. See also 'When we will pay extra in relation to undamaged parts' on page 90 as there are some limited circumstances where we will pay extra to repair or replace undamaged parts.



We can pay you the assessed quote of repairing or replacing using materials that are the closest match available as quoted by a member of our supplier network. The assessed quote may be less than what it will cost you to repair or replace the item. We are able to secure supplier discounts from our supplier network.

When we will pay extra in relation to undamaged parts

If we cannot find new materials to match undamaged parts, we will pay extra to repair or replace undamaged parts to achieve a uniform appearance in the following limited circumstances:

- **internal window coverings**
we will pay extra to replace undamaged window coverings in the same room, stairs, hallway or passageway* where the damage occurred.
- **carpets or other floor coverings**
we will pay extra so that continuously joined, undamaged and matching carpets or other floor coverings (that are covered as a common contents items) in the same room, stairs, hallway or passageway* where the damage occurred will have a uniform appearance. This does not mean that we will always replace the undamaged carpets or flooring. Sometimes a repair may be possible.

*See pages 86 and 87 for 'What we mean by same room, stairs, hallway or passageway'.

Deductions from your claim

If we pay the full building sum insured to you, we will deduct the following where applicable, from the amount we pay you:

- any unpaid excesses;
- any unpaid premium including any unpaid or remaining instalments for the unexpired period of insurance (if any);
- any input tax credit entitlement, refer to page 101.

After we pay your claim

Potential impact on cover and premiums

After a building claim

If we only pay part of the sum insured to you, your policy continues for the period of insurance.

If we pay the full sum insured to you, all cover under your policy stops on the day we pay or otherwise finalise your claim. There is no refund of premium.

Any claim you lodge may also result in additional excess(es) being applied to your policy at renewal.

After a common contents claim

If we pay part of, or the full common contents sum insured, the common contents sum insured is automatically reinstated, and cover continues for the period of insurance at no extra cost. You should reassess your common contents sum insured.

Any claim you lodge may also result in additional excess(es) being applied to your policy at renewal.

Salvaged building and common contents items

If we replace or pay you the full sum insured for an item, we then own the damaged or recovered item. We will need you to make the damaged or recovered item available to us.

Our right to recover from those responsible

If you've suffered loss or damage or, incurred a legal liability as a result of an incident covered by this policy and you make a claim with us for that incident, then we have the right and you have permitted us to take action or start legal proceedings against any person or entity liable or, who would be liable to you for the recovery of your loss.

"Your loss" means your insured, underinsured or uninsured loss or damage or legal liability, costs, payments made and expenses in relation to the incident. Any action or legal proceeding we take will be commenced either in your name, or in the name of any other person or entity that suffered your loss. We will have full discretion over the conduct and any settlement of the recovery action.

If you make a claim with us for your loss and you've already started action or legal proceedings against any person or entity liable or, who would be liable to you for your loss, then we have the right and you have permitted us to take over and continue that action or legal proceeding.

Where your loss forms part of any class or representative action which hasn't been started under our instructions, we have the right and you permit us to exclude your loss from that class or representative action for the purpose of us including it in any separate legal proceedings which are or will be started under our instructions.

You must provide us with all reasonable assistance, co-operation and information in the recovery of your loss.

This assistance may include:

- providing a more detailed version of events, which may include completing a diagram or statement/ affidavit;
- providing us with any documents required to prove your loss;
- providing copies of any photographs or footage of the incident available;
- lodging a police report or obtaining relevant documents, such as completing and lodging an application form to obtain records from the police, fire and rescue, councils and other entities (when we cannot lodge one);
- attending court or meetings with our legal/other experts (only if required);
- providing evidence and documentation relevant to your claim and executing such documents, including signed statements and affidavits which we reasonably request.

We will pay for the cost of filing the police report and relevant searches to locate the third party. We will cover the costs you incur when having to attend court up to **\$250** in total per claim.

You must not enter into any agreement, make any admissions or take any action or steps that have the effect of limiting or excluding your rights and our rights to recover your loss, including opting out of any class or representative action, unless we have given you our prior written agreement. If you do, we may not cover you under this policy for your loss.

These are examples only of how a claim payment might be calculated and are not part of your policy. You should read them only as a guide. Every claim is considered on an individual basis because every claim is different. Please note:

- all amounts are in Australian dollars and are GST inclusive;
- all examples assume you are not registered for GST; and
- the excess amounts stated are examples only and may be different to your excess(es). Refer to your certificate of insurance.

Example 1 – Total loss - Building claim

The building has a sum insured of \$950,000. There is a fire that starts from a heater in one of the units. The fire destroys the building and we assess that it is a total loss. In this example, an AAMI Flexi-Premiums[®] excess of \$1,000 applies.

Your claim	Additional information
Building costs \$900,000	A builder from our supplier network assesses the building as a total loss. We cover loss or damage due to the fire up to the sum insured. As the assessed quote for a member of our supplier network to rebuild the building on a 'new for old' basis is below your sum insured we offer you the option to have your building rebuilt. You accept this offer and we pay this amount direct to our builder.
Removal of debris \$40,000	Before rebuilding commences it costs \$40,000 to demolish and remove the damaged structure and these costs are reasonable. The most we will pay under the additional cover 'Removal of debris' is 10% of the building sum insured. We pay this in addition to the building sum insured. We pay \$40,000 directly to the builder.
Temporary Accommodation \$95,000	We pay the unit owner's temporary accommodation costs for the time it will take to repair or rebuild their unit so that it can be lived in again. In this example, the maximum limit of \$95,000 (10% of the building sum insured) is reached before the 52 week limit is reached. We pay this amount to the unit owners.

Your claim		Additional information
Architect's fee	\$18,000	<p>It is necessary to engage an architect to design your replacement building (this is necessary even though you don't intend to change the design of the building or upgrade it). Under the additional cover 'Other repair/rebuilding costs' we will pay up to the sum insured for the building less any amount we have already agreed to pay for accidental loss or damage under any other part of your policy for the same incident. We have already agreed to pay \$900,000 to rebuild the building.</p> <p>There is still \$50,000 of the sum insured available to cover other costs involved with rebuilding. The architect's fees are \$18,000 and we pay this directly to the architect.</p>
Claim so far	\$1,053,000	
AAMI Flexi-Premiums® excess payable	-\$1,000	In this example, you pay this amount directly to us.
Total claim	\$1,052,000	

Example 2 – Partial loss - Building claim

The building has a sum insured of \$800,000. A leaking pipe in the building causes water damage in one of the units. While inspecting the damage at the building our supplier also notices there are some water stains in parts of the ceiling at the same unit (unrelated to the leaking pipe). In this example, an AAMI Flexi-Premiums® excess of \$500 and water damage excess of \$200 applies.

Your claim		Additional information
Cost of repairs to the unit caused by the leaking pipe	\$4,000	A member of our supplier network inspects the damage from the leaking pipe. The assessed quote for our supplier to complete the repair is \$4,000. You accept our offer to repair the damage. We pay these costs to the builder. You pay the cost to fix the leaking pipe.
Ceiling damage	Nil	Your roof is then inspected by our builder and it is severely rusted in parts. Our builder determines that the damage to the ceiling was caused by your roof not being in good condition and the damage to the ceiling and the roof is not covered. You undertake the necessary repairs to your ceiling and arrange the replacement of the roof yourself.
Claim so far	\$4,000	
AAMI Flexi-Premiums® excess payable	-\$500	In this example, you pay this directly to us.
Water damage excess	-\$200	In this example, you pay this directly to us.
Total claim	\$3,300	

Example 3 – Voluntary workers cover

You have authorised one of the unit owners to complete some gardening work at the insured address. While gardening, the unit owner slips and seriously injures his back. The injury has resulted in a total disability and they are unable to return back to work to carry out their usual occupation. The unit owner's gross weekly wage is \$1,200. In this example, an AAMI Flexi-Premiums® of \$500 applies.

Your claim		Additional information
Total amount of claim	\$40,000	The injury has resulted in a total disability to the injured owner and they are unable to return back to work to carry out their usual occupation. The unit owner's gross weekly wage is \$1,200. We pay the owner \$40,000 which is the most we pay under this additional cover for each incident.
AAMI Flexi-Premium® excess payable	-\$500	In this example, you pay this amount directly to us.
Total claim	\$39,500	

Example 4 – Legal liability

A visitor to a unit in the building was descending down stairs within the common area of the unit complex. The visitor tripped over loose carpeting on the stairs causing them to fall heavily. In this example, an AAMI Flexi-Premiums® of \$500 applies.

Your claim		Additional information
Total amount of claim	\$14,800	The visitor has made a claim for compensation for the amount of \$14,800. After an investigation, it is determined that you are liable for the injury and the amount claimed is reasonable. We pay this amount to the injured party.
AAMI Flexi-Premiums® excess payable	-\$500	In this example, you pay this amount directly to us.
Total claim	\$14,300	

This page has been left blank intentionally

Important things to know – our contract with you

8

In this section, we set out more important information about your contract with us, including information about your premium (including paying your premium and what happens when your premium payment is late), how your policy operates and responds where there are joint policyholders, how the GST affects this insurance and what happens with cancellations.

About your premium

The amount you pay for this insurance is called the premium. Your premium includes any applicable GST, stamp duty, other government charges and any levies that apply. The premium will be shown on your certificate of insurance as the 'Total Amount Payable' or, if you pay by monthly instalments, as 'Instalment amount'.

The amount of the premium reflects our assessment of the likelihood of you making a claim and our costs of doing business. We use many factors about you and the building and common contents to calculate the premium.



Refer to the Strata Insurance Additional Information Guide for more information.

Paying your premium

You must pay the premium by the due date to get this insurance cover. We will tell you how much to pay and when payment is due on your certificate of insurance.

If we agree, you can pay the premium by instalments but it costs less to pay annually.

If you ask to pay the premium by debiting your account or card, we will automatically continue doing so on renewal so that your policy can renew. You can contact us to stop this.

If you make changes to your policy details, it may affect the premium you need to pay for the remaining period of insurance.

Late annual renewal payments

If you do not pay the premium due on renewal by the due date, you have no cover from the due date.

Late monthly instalments

If you pay your premium by monthly instalments and a monthly instalment is overdue we will let you know, and we can cancel your policy:

- by giving you at least **14** days advance notice; or
- without advance notice, once an instalment is **1** month (or more) overdue.

Joint policyholders

When you insure the building and/or common contents in the names of more than one person, and all of those people are named insured on your certificate of insurance, each of them is a joint policyholder and is able to request changes and otherwise deal with the policy. The reasons for this is that joint policyholders each have an interest or ownership in the building and/or common contents.

We will treat a statement, act, omission, claim, request or direction (including a request to change or cancel your policy) made by one policyholder (either before the purchase of this policy or during the period of insurance) as a statement, act, omission, request or direction by all policyholders.

There are, however, some exceptions to this.

During the period of insurance, we might ask all joint policyholders before we action a request or direction in relation to your policy (e.g. before we cancel your policy, reduce your cover or remove another policyholder). This way we can help protect the interests of all policyholders.

Conduct of others

When we consider a claim under this policy, we will have regard to any prejudice suffered by you or any other person entitled to benefit under this policy in relation to that claim, caused by mental illness of, substance abuse and/or an act of violence or intimidation by, another policyholder or person entitled to benefit under this policy. In doing this, we may meet the claim when we are not legally required to do so. If we do, we will limit the claim in relation to the person claiming to an amount which is fair in the circumstances.

How the Goods and Services Tax (GST) affects this insurance

You must tell us about the input tax credit (ITC) you are entitled to for your premium and your claim, each time you make a claim. If you do not give us this information or if you tell us an incorrect ITC, we will not pay any GST liability you incur. Our liability to you will be calculated taking into account any ITC to which you are entitled for any acquisition which is relevant to your claim, or to which you would have been entitled had you made a relevant acquisition. In respect of your policy, where you are registered for GST purposes you should calculate the insured amount having regard to your entitlement to input tax credits. You should, therefore, consider the net amount (after all input tax credits) which is to be insured and determine an insured amount on a GST exclusive basis.

This outline of the effect of the GST on your policy is for general information only. You should not rely on this information without first seeking expert advice on the application of the GST to your circumstances. 'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in A New Tax System (Goods and Services Tax) Act 1999.

What happens with cancellations

Cancellation by you

You can cancel this policy at any time. For each building or common contents cover cancelled, you will be refunded the unexpired portion of the premium attributable to that building or common contents cover (including GST if applicable), less any non-refundable government charges. We will not give a refund if the refund is less than **\$10** (GST inclusive). If you pay by instalments, on cancellation you agree to pay us any portion of the premium that is owing but not yet paid and that amount is due and payable.

Cancellation by us

We can cancel your policy where the law allows us to do so. For each building or common contents cover cancelled, you will be refunded the unexpired portion of the premium attributable to that building or common contents cover (including GST if applicable), less any non-refundable government charges. We will not give a refund if the refund is less than **\$10** (GST inclusive). If we cancel your policy due to fraud, we will not refund any money to you.

What to do if you have a complaint and other important information

9

We will always do our best to provide you the highest level of service but if you are not happy, here is what you can do.

How we will deal with a complaint

Let us know

If you experience a problem, are not satisfied with our products or services or a decision we have made, let us know so that we can help:

By phone: 13 22 44

By email: aami@aami.com.au

Complaints can usually be resolved on the spot or within 5 business days.

Review by our Customer Relations Team

If we are not able to resolve your complaint or you would prefer not to contact the people who provided your initial service, our Customer Relations team can assist:

By phone: 1300 240 437

By email: idr@aami.com.au

In writing: AAMI Customer Relations Team, PO Box 14180, Melbourne City Mail Centre VIC 8001

Customer Relations will contact you if they require additional information or if they have reached a decision.

When responding to your complaint you will be informed of the progress of and the timeframe for responding to your complaint.

How we will deal with a complaint (continued)

Seek review by an external service

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you may be able to access the services of the Australian Financial Complaints Authority (AFCA).

AFCA provides fair and independent financial services complaint resolution that is free to consumers. Any determination AFCA makes is binding on us, provided you also accept the determination. You do not have to accept their determination and you have the option of seeking remedies elsewhere.

AFCA has authority to hear certain complaints. Contact AFCA to confirm if they can assist you.

You can contact AFCA:

By phone: 1800 931 678

By email: info@afca.org.au

In writing: Australian Financial Complaints Authority,
GPO Box 3,
Melbourne VIC 3001

By visiting: www.afca.org.au

General Insurance Code of Practice

We support the General Insurance Code of Practice. You can get a copy of the code from the Insurance Council of Australia website (insurancecouncil.com.au) or by phoning (02) 9253 5100.

Report insurance fraud

Insurance fraud is not a victimless crime. It imposes additional costs on honest policyholders and wastes the valuable resources of our community. This means it affects everyone.

We actively pursue fraudulent and inflated claims in order to keep your premiums as low as possible. Fraudulent claims will be investigated and may be reported to the police.

Help us fight insurance fraud by reporting:

- inflated vehicle or home repair bills;
- staged vehicle or home incidents;
- false or inflated home or vehicle claims;
- home or vehicle fires which may be intentionally started, including by someone known to you.

To report suspected insurance fraud call: 1300 881 725. Let's work together to reduce the impact of insurance fraud on the community.

Words with special meanings

10

Some words in this policy have a special meaning, it is important to read this section because it can impact how your policy is interpreted.



If a word does not have a special meaning then it just has its ordinary meaning

Accidental loss or damage

means loss or damage that occurs without intent and includes loss or damage from the incidents shown on pages 39 to 52.

Actions or movements of the sea

means:

- rises in the level of the ocean or sea;
- sea waves;
- high tides or king tides;
- any other actions or movements of the sea.

Actions or movements of the sea do not include a tsunami or storm surge.

Administration office

means a unit or part of a unit in the building used for your secretarial functions or your caretaking or letting services.

Aquarium

means a large glass tank filled with water, in which people keep animals (usually fish) and unlike a fishbowl, is not readily portable.

Building

see page 18.

Business activity

means:

- any activity specifically undertaken for the purposes of earning an income; or
- any activity registered as a business and which you are obliged by law to register for GST purposes.

It does not mean the residential tenancy of any part of the building by a tenant.

Cannot be lived in

means destroyed or made completely or partially unfit to be lived in. This might include if the utilities are not available or it is not safe to live in.

Cannot be re-leased

means unable to be leased again.

Certificate of insurance

means the latest certificate of insurance, including the insurance account, we have given you. It is an important document as it shows the covers you have chosen and other policy details.

Common areas or common property

means the land or areas at the insured address that both you and other people are entitled to use and are not part of any unit (e.g. gardens, driveways, footpaths, walkways, pool areas, tennis courts).

Common contents

see page 22.

Communicable Disease

means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- transmission of the substance or agent includes a virus, bacterium, parasite or other organism or any variation, living or not; and
- the method of transmission, whether direct or indirect, includes airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms (including people and living things).

Compensation

money you are legally liable to pay as a result of:

- a judgement made against you by a court of law; or
- a settlement by us of legal action against you.

It does not include fines, penalties, punitive, aggravated or exemplary damages.

Components (or building component)

means a building element which is manufactured as an independent unit, that can be joined or blended with other elements to form a more complex item (e.g. the roof (sheeting or tiles) is a component, the fire wall within the roof space is another component).

Excess

see page 14.

Fire (including bushfire)

means burning with flames.

Fixed

means permanently attached to the building or permanently anchored in the ground.

Flood

see page 41.

Funds

means money, negotiable instruments, 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 your unit owners or members.

Guest

means any person invited onto the insured address as your guest, a unit owner's guest or a tenant's guest.

Illegal drugs

means drugs that are prohibited from manufacture, sale or possession in Australia including but not limited to any form of methamphetamine.

Illegal drug precursor

means the starting materials for illegal drug manufacture.

Incident

means a single event, accident or occurrence which you did not intend or expect to happen that is not excluded by your policy. A series of incidents attributable to one source of originating cause is deemed to be the one incident.

Insured address

see page 22.

Loss or damage

means physical loss or physical damage, unless specifically stated otherwise in your policy.

Malicious act

means a single intentional and wilful act characterised by malice. It is not wanton disregard, negligence, carelessness, wear and tear, use of excessive force, lack of due care or action, poor housekeeping or neglect.

Managing agent

means a person or other entity appointed in writing and paid by you with delegated functions including the authority to act as an office bearer in terms of any strata, group, body corporate, community title or similar laws that apply to the building.

Office bearer

- any person appointed (including any person appointed at any time in the past or future) by you to act as an office bearer or committee member of yours in terms of any strata, group, body corporate, community title or similar laws;
- any managing agent when acting as an office bearer as described above, when acting in that capacity; and
- any person invited by any person described above, in accordance with their delegated authority to assist in the management of your affairs.

Period of insurance

means when your policy starts to when it ends. It is shown on your certificate of insurance.

Personal transportation vehicle

means a battery driven or electric device that is a scooter, skateboard, e-bicycle, unicycle, hover-board, one-wheel or segway used for personal transportation that is suitable to be ridden by one person and does not have to be insured under any compulsory third party insurance laws or motor accident injuries insurance laws.

Planned to demolish

means you planned to demolish the building, have lodged an application to do this, or a government authority has issued a demolition order for the building.

Policy

means your insurance contract. It consists of this PDS, any SPDS and your latest certificate of insurance.

Retaining wall

means a wall, which is not part of the building, that holds back or prevents the movement of earth.

Scheme land

the scheme land is the land or parcel at the insured address, identified in your strata, body corporate or community titled scheme as recorded by the relevant titles registration procedure in your state or territory.

Scope of works

means a list of repair works needed to meet your claim and is usually required when major damage has occurred. It helps identify what repair or rebuilding work is necessary to resolve your claim.

Storm

means a cyclone or severe atmospheric disturbance. It can be accompanied by strong winds, rain, lightning, hail, snow or dust.

Storm surge

means a rush of water onshore associated with a low pressure system and caused by strong winds pushing on the ocean's surface. Storm surge does not include actions or movements of the sea.

Strata, body corporate or community title

means any form of land title which allows for multiple titles to exist in or on a block of land where the common property is held under a single separate title.

Strata Insurance Additional Information Guide

see page 8.

Sum insured

see page 3.

Tenant

means the person or persons who have been granted the right to occupy a unit in the building under a rental agreement or lease that complies with the requirements specified in the relevant residential tenancy legislation (or its equivalent), and includes any other person who usually resides at the unit at the insured address.

Unit

means an area (e.g. unit, villa, townhouse or apartment), marked as a lot on the plan for the strata, body corporate or community title scheme, for your land scheme. It does not include common areas.

Unit owner

the registered owner of a lot forming part of a strata, body corporate or community titled building.

Unoccupied and occupied

occupied means:

- someone is eating, sleeping and living at the building; and
- the building is connected to utilities.

unoccupied means:

- no-one is eating, sleeping and living at the building; or
- the building is not connected to utilities.

Vermin

means small animals (e.g. geckos) or insects that are typically thought of as pests. Vermin does not include a possum.

Voluntary worker

a unit owner, nominee of a unit owner or office bearer who voluntarily does work or performs duties in and around the building and the common areas. A voluntary worker is not an employee or anyone who receives financial reward other than reimbursement for expenses.

Water containers

drains, gutters, baths, sinks, basins, toilets, bidets, tanks, swimming pools, spa baths, hot water systems, dishwashers, washing machines and evaporator trays in refrigeration appliances. A water container is not a shower base or the walls of a shower cubicle.

We, us, our and AAMI

means AAI Limited ABN 48 005 297 807 trading as AAMI.

Wrongful act

means any actual or alleged breach of duty, breach of trust, neglect, error, misstatement, misleading statement, libel, slander, omission, breach of warranty or authority or other act wrongfully made, committed, attempted, or allegedly made, committed or attempted by any office bearer in the discharge of his or her duties in that capacity.

You/Your

see page 21.

This page has been left blank intentionally

This page has been left blank intentionally

This page has been left blank intentionally

**We're here for you
7 days a week**

How to contact us



13 22 44



aami.com.au



PO Box 14180,
Melbourne City Mail Centre
Victoria 8001

This insurance is issued by AAI Limited
ABN 48 005 297 807
AFSL No. 230859 trading as AAMI

LUCKY
YOU'RE
WITH **AAMI**