

The Form 1 Company™

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FORM 1 - VENDOR'S STATEMENT

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

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Preliminary

To the purchaser:

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

PART A – PARTIES AND LAND

1. **Purchaser:** _____
 Address: _____
2. **Purchaser's registered agent:** _____
 Address: _____
3. **Vendor:** STUART CAMPBELL GLENN
 Address: PO BOX 537 NORTH ADELAIDE SA 5006
4. **Vendor's registered agent:** FOX REAL ESTATE (SA) PTY LTD ACN 113 976 024
 Address: 192 MELBOURNE STREET NORTH ADELAIDE SA 5006
5. **Date of Contract** (if made before this statement is served): _____
6. **Description of Land** [Identify the land including any certificate of title reference]
131/255 HINDLEY STREET ADELAIDE SA 5000 BEING LOT 131 IN COMMUNITY STRATA PLAN 11687
 BEING THE WHOLE OF THE LAND IN CERTIFICATE OF TITLE VOLUME 5061 FOLIO 222

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

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

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

2 – Time for Service

The cooling-off notice must be served –

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

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

3 – Forms of cooling-off notice

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

4 – Methods of service

The cooling-off notice must be –

- (a) given to the vendor personally; or
- (b) posted by registered post to the vendor at the following address:
PO BOX 537 NORTH ADELAIDE SA 5006
(being the vendor's last known address); or
- (c) transmitted by fax or email to the following fax number or email address:
Fax: 08 8267 4998 OR Email: fox@foxrealestate.com.au
(being a number or address provided to you by the vendor for the purpose of service of the notice); or
- (d) left for the vendor's agent (with a person apparently responsible to the agent) at, or posted by registered post to the agent at, the following address:
192 MELBOURNE STREET NORTH ADELAIDE SA 5006

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

Note –

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

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

5 – Effect of service

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

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

PROCEEDING WITH THE PURCHASE

If you wish to proceed with the purchase –

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

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

To the purchaser:

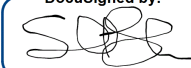
I, **STUART CAMPBELL GLENN**

of **PO BOX 537 NORTH ADELAIDE SA 5006**

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: 03-11-2025

Signed:

DocuSigned by:

3F21FD104F7B411...

Date: _____

Signed: _____

Date: _____

Signed: _____

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



(section 9)

To the purchaser:

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

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


Exceptions:

Nil

Date:

3/11/2025

Signed:



Vendor's/Purchaser's agent

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

SCHEDULE – DIVISION 1

PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND

(section 7(1)(b))

Note –

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

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

TABLE OF PARTICULARS

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

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

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

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

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

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

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

Column 1	Column 2	Column 3
1. General		
<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>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>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 (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>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>PROPERTY INTEREST REPORT</p> <p>Description of land subject to easement: PORTION OF THE LAND IN THE SAID CERTIFICATE OF TITLE</p> <p>Nature of easement: REFER PAGE 12 IN THE PROPERTY INTEREST REPORT FOR DETAILS OF STATUTORY EASEMENTS</p> <p>Are you aware of any encroachment on the easement? NO (If YES, give details):</p> <p>If there is an encroachment, has approval for the encroachment been given? (If YES, give details):</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>
<p>1.2 Easement (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>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>CERTIFICATE OF TITLE AND SP 11687</p> <p>Description of land subject to easement: THE LAND MARKED 'B' AND 'C' ON SP 11687</p> <p>Nature of easement: TOGETHER WITH RIGHT(S) OF SUPPORT WITH LIMITATIONS (RE 7069222)</p> <p>Are you aware of any encroachment on the easement? NO (If YES, give details):</p> <p>If there is an encroachment, has approval for the encroachment been given?</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>

Column 1	Column 2	Column 3
<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>(If YES, give details):</p> <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>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>
<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>(If YES, give details):</p> <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>CERTIFICATE OF TITLE, CAVEAT 7132067, GRO NO. 477 OF 1991 - MANAGEMENT AND LETTING AGREEMENT, DEEDS OF RENEWAL OF MANAGEMENT AND LETTING AGREEMENT, DEED OF EXTENSION AND VARIATION OF MANAGEMENT AND LETTING AGREEMENT AND BREAKFREE ADELAIDE STATEMENT</p> <p>Names of parties:</p> <p>THE VENDOR AND WEST END APARTMENTS MANAGEMENT PTY LTD</p> <p>Period of lease, agreement for lease etc:</p> <p>From</p> <p>6/05/2021</p> <p>To</p> <p>5/05/2031</p> <p>Amount of rent or licence fee:</p> <p>AS DETAILED IN THE BREAKFREE ADELAIDE STATEMENT PER ANNUM (period)</p> <p>Is the lease, agreement for lease etc in writing?</p> <p>YES</p> <p>If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify:</p> <p>(a) the Act under which the lease or licence was granted:</p> <p>NOT APPLICABLE</p> <p>(b) the outstanding amounts due (including any interest or penalty):</p> <p>NOT APPLICABLE</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>
<p>1.5 Caveat</p>	<p>Is this item applicable?</p>	<p><input checked="" type="checkbox"/></p>

Column 1	Column 2	Column 3
	Will this be discharged or satisfied prior to or at settlement?	NO
	Are there attachments?	YES
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	CERTIFICATE OF TITLE AND CAVEAT 7132067	
	Name and address of caveator:	
	REFER CAVEAT 7132067	
	Particulars of interest claimed:	
	REFER CAVEAT 7132067	

5. Development Act 1993 (repealed)

5.1	section 42 – Condition (that continues to apply) of a development authorisation	Is this item applicable?	<input checked="" type="checkbox"/>
		Will this be discharged or satisfied prior to or at settlement?	NO
		Are there attachments?	YES
		<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
		CITY OF ADELAIDE SEARCH	
		Condition(s) of authorisation:	
		REFER APPLICATION DA/961/2011	

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

5.1	section 42 – Condition (that continues to apply) of a development authorisation	Is this item applicable?	<input checked="" type="checkbox"/>
		Will this be discharged or satisfied prior to or at settlement?	NO
		Are there attachments?	YES
		<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
		CITY OF ADELAIDE SEARCH	
		Condition(s) of authorisation:	
		REFER APPLICATION DA/1058/2007	

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

6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed)	Is this item applicable?	<input checked="" type="checkbox"/>
		Will this be discharged or satisfied prior to or at settlement?	NO
		Are there attachments?	YES
		<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
		CITY OF ADELAIDE SEARCH	
		Nature of condition(s):	
		REFER APPROVAL P3416	

[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	Is this item applicable?	<input checked="" type="checkbox"/>
		Will this be discharged or satisfied prior to or at settlement?	YES
		Are there attachments?	YES
		<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	

Column 1	Column 2	Column 3
	<p>CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE ('ESL CERTIFICATE')</p> <p>Date of notice: REFER REVENUESA</p> <p>Amount of levy payable: REFER ESL CERTIFICATE</p>	

29. Planning, Development and Infrastructure Act 2016

<p>29.1 Part 5 – Planning and Design Code</p> <p><i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><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>CITY OF ADELAIDE SEARCH AND PROPERTY INTEREST REPORT</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): 255 HINDLEY ST ADELAIDE SA 5000 UNIT 131</p> <p>ZONES CITY MAIN STREET - CMS</p> <p>SUBZONES HINDLEY STREET - HS</p> <p>OVERLAYS AIRPORT BUILDING HEIGHTS (REGULATED) - ALL STRUCTURES OVER 70 METRES AHD THE AIRPORT BUILDING HEIGHTS (REGULATED) OVERLAY SEEKS TO ENSURE BUILDING HEIGHT DOES NOT POSE A HAZARD TO THE OPERATION AND SAFETY REQUIREMENTS OF COMMERCIAL AND MILITARY AIRFIELDS.</p> <p>AFFORDABLE HOUSING THE AFFORDABLE HOUSING OVERLAY SEEKS TO ENSURE THE INTEGRATION OF A RANGE OF AFFORDABLE DWELLING TYPES INTO RESIDENTIAL AND MIXED USE DEVELOPMENT.</p> <p>BUILDING NEAR AIRFIELDS THE BUILDING NEAR AIRFIELDS OVERLAY SEEKS TO ENSURE DEVELOPMENT DOES NOT POSE A HAZARD TO THE OPERATIONAL AND SAFETY REQUIREMENTS OF COMMERCIAL AND MILITARY AIRFIELDS.</p> <p>DESIGN THE DESIGN OVERLAY SEEKS TO ENSURE SIGNIFICANT DEVELOPMENT POSITIVELY CONTRIBUTES TO THE LIVEABILITY, DURABILITY AND SUSTAINABILITY OF THE BUILT ENVIRONMENT THROUGH HIGH-QUALITY DESIGN.</p> <p>HAZARDS (FLOODING - EVIDENCE REQUIRED) THE HAZARDS (FLOODING - EVIDENCE REQUIRED) OVERLAY ADOPTS A PRECAUTIONARY APPROACH TO MITIGATE POTENTIAL IMPACTS OF POTENTIAL FLOOD RISK THROUGH APPROPRIATE SITING AND DESIGN OF DEVELOPMENT.</p> <p>NOISE AND AIR EMISSIONS THE NOISE AND AIR EMISSIONS OVERLAY SEEKS TO PROTECT NEW NOISE AND AIR QUALITY SENSITIVE DEVELOPMENT FROM</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>
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Column 1	Column 2	Column 3
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ADVERSE IMPACTS OF NOISE AND AIR EMISSIONS.

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.

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

NO

Is the land designated as a local heritage place?

NO

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

NO

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

YES

Note –

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

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

Is this item applicable?

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

YES / NO

Are there attachments?

YES / NO

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

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

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

**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 11687 INC

Address of community corporation:

255 HINDLEY STREET ADELAIDE SA 5000

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):

REFER COMMUNITY CORPORATION SEARCH ANNEXED HERETO

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

REFER COMMUNITY CORPORATION SEARCH ANNEXED HERETO

(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:

REFER COMMUNITY CORPORATION SEARCH ANNEXED HERETO

(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:

NOT APPLICABLE

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

LOT 131 : 57 OF 10000*[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.

NO*[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:

AN APPLICATION WAS SENT TO STRATA DATA ON 20 OCTOBER 2025

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:

LODGEMENT OF RESOLUTION 14450396 IS ATTACHED

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

Name:

STRATA DATA

Address:

647 PORTRUSH ROAD GLEN OSMOND SA 5064

Note –

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

Particulars relating to asbestos at workplaces

1 In these particulars –

asbestos and **asbestos containing material** have the same meaning as in the *Work Health and Safety Regulations 2012*;

workplace has the same meaning as in the *Work Health and Safety Act 2012*.

2 Is there a workplace on the land?

YES

3 If **YES**, is there an asbestos register for the workplace?

YES

4 If **YES**, does that register record any asbestos or asbestos containing material at the workplace (or likely to be present at the workplace from time to time) and specify the location, type and condition of that asbestos or asbestos containing material?

YES

5 If **YES**:

(a) give details of the location, type and condition of the asbestos or asbestos containing material:

REFER SIGNATURE SITE SAFETY SYSTEM S2.2 ASBESTOS REGISTER IN THE STRATA CORPORATION SEARCH

(b) has a plan been prepared for the management of asbestos at the workplace?

YES

If **YES**, give details:

REFER SIGNATURE ASBESTOS MANAGEMENT PLAN IN THE STRATA CORPORATION SEARCH

(c) is any asbestos or asbestos containing material to be removed before settlement?

NO

If **YES**, give details:

Note –

1 A register is not required to be prepared for a workplace –

(a) if a register has already been prepared for the workplace; or

(b) if –

(i) the workplace is a building that was constructed after 31 December 2003; and

(ii) no asbestos has been identified at the workplace; and

(iii) no asbestos is likely to be present at the workplace from time to time.

See regulation 425 of the *Work Health and Safety Regulations 2012*.

2 A person with management or control of a workplace who plans to relinquish management or control must ensure (so far as is reasonably practicable) that the asbestos register is given to the person assuming management or control of the workplace.

See regulation 428 of the *Work Health and Safety Regulations 2012*.

Particulars relating to environment site protection



1 – Interpretation

- (1) In this and the following items (items 1 to 7 inclusive) –
domestic activity has the same meaning as in the *Environment Protection Act 1993*;
environmental assessment, in relation to land, means an assessment of the existence or nature or extent of –
 (a) site contamination (within the meaning of the *Environment Protection Act 1993*) at the land; or
 (b) any other contamination of the land by chemical substances,
 and includes such an assessment in relation to water on or below the surface of the land;
EPA means the Environment Protection Authority established under the *Environment Protection Act 1993*;
pre-1 July 2009 site audit, in relation to land, means a review (carried out by a person recognised by the EPA as an environmental auditor) that examines environmental assessments or remediation of the land for the purposes of determining:
 (a) the nature and extent of contamination of the land by chemical substances present or remaining on or below the surface of the land; and
 (b) the suitability of the land for a particular use; and
 (c) what remediation is or remains necessary for a particular use,
 but does not include a site contamination audit (as defined below) completed on or after 1 July 2009;
pre-1 July 2009 site audit report means a detailed written report that sets out the findings of a pre-1 July 2009 site audit;
prescribed commercial or industrial activity – see item 1(2);
prescribed fee means the fee prescribed under the *Environment Protection Act 1993* for inspection of, or obtaining copies of information on, the public register;
public register means the public register kept by the EPA under section 109 of the *Environment Protection Act 1993*;
site contamination audit has the same meaning as in the *Environment Protection Act 1993*;
site contamination audit report has the same meaning as in the *Environment Protection Act 1993*.
- (2) For the purposes of this and the following items (items 1 to 7 inclusive), each of the following activities (as defined in Schedule 3 clause 2 of the *Environment Protection Regulations 2023*) is a prescribed commercial or industrial activity:

abrasive blasting	acid sulphate soil generation	agricultural activities
airports, aerodromes or aerospace industry	animal burial	animal dips or spray race facilities
animal feedlots	animal saleyards	asbestos disposal
asphalt or bitumen works	battery manufacture, recycling or disposal	breweries
brickworks	bulk shipping facilities	cement works
ceramic works	charcoal manufacture	coal handling or storage
coke works	compost or mulch production or storage	concrete batching works
curing or drying works	defence works	desalination plants
dredge spoil disposal or storage	drum reconditioning or recycling works	dry cleaning
electrical or electronics component manufacture	electrical substations	electrical transformer or capacitor works
electricity generation or power plants	explosives or pyrotechnics facilities	fertiliser manufacture
fibreglass manufacture	fill or soil importation	fire extinguisher or retardant manufacture
fire stations	fire training areas	foundry
fuel burning facilities	furniture restoration	gasworks
glass works	glazing	hat manufacture or felt processing
incineration	iron or steel works	laboratories
landfill sites	lime burner	metal coating, finishing or spray painting
metal forging	metal processing, smelting, refining or metallurgical works	mineral processing, metallurgical laboratories or mining or extractive industries
mirror manufacture	motor vehicle manufacture	motor vehicle racing or testing venues
motor vehicle repair or maintenance	motor vehicle wrecking yards	mushroom farming
oil recycling works	oil refineries	paint manufacture
pest control works	plastics manufacture works	printing works
pulp or paper works	railway operations	rubber manufacture or processing
scrap metal recovery	service stations	ship breaking
spray painting	tannery, fellmongery or hide curing	textile operations
transport depots or loading sites	tyre manufacture or retreading	vermiculture
vessel construction, repair or maintenance	waste depots	wastewater storage, treatment or disposal
water discharge to underground aquifer	wetlands or detention basins	wineries or distilleries
wood preservation works	woolscouring or wool carbonising works	works depots (operated by councils or utilities)

FORM 1 – STATEMENT UNDER SECTION 7 (*Land and Business (Sale and Conveyancing) Act 1994*)**2 – Pollution and site contamination on the land – questions for vendor**

- (1) Is the vendor aware of any of the following activities ever having taken place at the land:
- (a) storage, handling or disposal of waste or fuel or other chemicals (other than in the ordinary course of domestic activities)?
 - (b) importation of soil or other fill from a site at which –
 - (i) an activity of any kind listed in paragraph (a) has taken place; or
 - (ii) a prescribed commercial or industrial activity (see item 1(2) above) has taken place?

YES

If YES, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land:

SHORT-TERM RESIDENTIAL ACCOMMODATION, SERVICED APARTMENT AND ACTIVITIES ASSOCIATED WITH THESE USES HAVE TAKEN PLACE BEFORE AND AFTER THE VENDOR ACQUIRED AN INTEREST IN THE LAND. REFER TO VENDOR FOR FURTHER DETAILS.

- (2) Is the vendor aware of any prescribed commercial or industrial activities (see item 1(2) above) ever having taken place at the land?

NO

If YES, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land:

- (3) Is the vendor aware of any dangerous substances ever having been kept at the land pursuant to a licence under the *Dangerous Substances Act 1979*?

NO

If YES, give details of all dangerous substances that the vendor is aware of and whether they were kept at the land before or after the vendor acquired an interest in the land:

- (4) Is the vendor aware of the sale or transfer of the land or part of the land ever having occurred subject to an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?

NO

If YES, give details of each sale or transfer and agreement that the vendor is aware of:

- (5) Is the vendor aware of an environmental assessment of the land or part of the land ever having been carried out or commenced (whether or not completed)?

NO

If YES, give details of all environmental assessments that the vendor is aware of and whether they were carried out or commenced before or after the vendor acquired an interest in the land:

Note –

These questions relate to details about the land that may be known by the vendor. A "YES" answer to the questions at items 2(1) or 2(2) 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.

A "YES" answer to any of the questions in this item may indicate the need for the purchaser to seek further information regarding the activities, for example, from the council or the EPA.

3 – Licences and exemptions recorded by EPA in public register

Does the EPA hold any of the following details in the public register:

- (a) details of a current licence issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?

NO

- (b) details of a licence no longer in force issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?–

NO

- (c) details of a current exemption issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?

NO

- (d) details of an exemption no longer in force issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?

NO

- (e) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to operate a waste depot at the land?

NO

- (f) details of a licence issued under the repealed *Waste Management Act 1987* to operate a waste depot at the land?

NO

- (g) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to produce waste of a prescribed kind (within the meaning of that Act) at the land?

NO

- (h) details of a licence issued under the repealed *Waste Management Act 1987* to produce prescribed waste (within the meaning of that Act) at the land?

NO

Note –

These questions relate to details about licences and exemptions required to be recorded by the EPA in the public register.

If the EPA answers "YES" to any of the questions –

- in the case of a licence or exemption under the *Environment Protection Act 1993* –
 - the purchaser may obtain a copy of the licence or exemption from the public register on payment of the prescribed fee; and
 - the purchaser should note that transfer of a licence or exemption is subject to the conditions of the licence or exemption and the approval of the EPA (see section 49 of the *Environment Protection Act 1993*); and
- in the case of a licence under a repealed Act – the purchaser may obtain details about the licence from the public register on payment of the prescribed fee.

A "YES" answer to any of these questions 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.

The EPA will not provide details about licences to conduct the following prescribed activities of environmental significance (within the meaning of Schedule 1 Part A of the *Environment Protection Act 1993*): waste transport business (category A), waste transport business (category B), dredging, earthworks drainage, any other activities referred to in Schedule 1 Part A undertaken by means of mobile works, helicopter landing facilities, marinas and boating facilities or discharges to marine or inland waters.

The EPA will not provide details about exemptions relating to –

- the conduct of any of the licensed activities in the immediately preceding paragraph in this note; or
- noise.

4 – Pollution and site contamination on the land – details recorded by EPA in public register

Does the EPA hold any of the following details in the public register in relation to the land or part of the land:

- (a) details of serious or material environmental harm caused or threatened in the course of an activity (whether or not notified under section 83 of the *Environment Protection Act 1993*)?

NO

- (b) details of site contamination notified to the EPA under section 83A of the *Environment Protection Act 1993*?

NO

- (c) a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register?

NO

- (d) a copy of a site contamination audit report?

NO

- (e) details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?

NO

- (f) details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?

NO

- (g) details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?

NO

- (h) details of a notification under section 103Z(1) of the *Environment Protection Act 1993* relating to the commencement of a site contamination audit?

NO

- (i) details of a notification under section 103Z(2) of the *Environment Protection Act 1993* relating to the termination before completion of a site contamination audit?

NO

- (j) details of records, held by the former South Australian Waste Management Commission under the repealed *Waste Management Act 1987*, of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995?

NO

Note –

These questions relate to details required to be recorded by the EPA in the public register. If the EPA answers "YES" to any of the questions, the purchaser may obtain those details from the public register on payment of the prescribed fee.

5 – Pollution and site contamination on the land – other details held by EPA

Does the EPA hold any of the following details in relation to the land or part of the land:

- (a) a copy of a report known as a "Health Commission Report" prepared by or on behalf of the South Australian Health Commission (under the repealed *South Australian Health Commission Act 1976*)?

NO

- (b) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?

NO

- (c) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?

NO

- (d) a copy of a pre-1 July 2009 site audit report?

NO

- (e) details relating to the termination before completion of a pre-1 July 2009 site audit?

NO

Note –

These questions relate to details that the EPA may hold. If the EPA answers "YES" to any of the questions, the purchaser may obtain those details from the EPA (on payment of any fee fixed by the EPA).

6 – Further information held by councils

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

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

YES

Note –

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

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

It should be noted that –

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

7 – Further information for purchasers**Note –**

The purchaser is advised that other matters under the *Environment Protection Act 1993* (that is, matters other than those referred to in this Statement) that may be relevant to the purchaser's further enquiries may also be recorded in the public register. These include:

- details relating to environmental authorisations such as applications, applicants, locations of activities, conditions, suspension, cancellation or surrender of authorisations, disqualifications, testing requirements and test results;
- details relating to activities undertaken on the land under licences or other environmental authorisations no longer in force;
- written warnings relating to alleged contraventions of the *Environment Protection Act 1993*;
- details of prosecutions and other enforcement action;
- details of civil proceedings;
- other details prescribed under the *Environment Protection Act 1993* (see section 109(3)(l)).

Details of these matters may be obtained from the public register on payment to the EPA of the prescribed fee.

If –

- an environment performance agreement, environment protection order, clean-up order, clean-up authorisation, site contamination assessment order or site remediation order has been registered on the certificate of title for the land; or
- a notice of declaration of special management area in relation to the land has been gazetted; or
- a notation has been made on the certificate of title for the land that a site contamination audit report has been prepared in respect of the land; or
- a notice of prohibition or restriction on taking water affected by site contamination in relation to the land has been gazetted,

it will be noted in the items under the heading *Environment Protection Act 1993* under the Table of Particulars in this Statement. Details of any registered documents may be obtained from the Lands Titles Registration Office.

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

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

**Governance**

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

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

Use of your property

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments - voting rights

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

Further information

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

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

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

You can also seek advice from a legal practitioner.

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser hereby acknowledges receipt of the following:

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

the above being identified by page numbered 1 to 19 inclusive, together with the following annexures and supporting documents (if any):

- CERTIFICATE OF TITLE VOLUME 5061 FOLIO 222**
- PROPERTY INTEREST REPORT**
- SA WATER, EMERGENCY SERVICES LEVY AND LAND TAX CERTIFICATES**
- CITY OF ADELAIDE SEARCH**
- COMMUNITY PLAN 11687**
- COMMUNITY CORPORATION SEARCH**
- LODGEMENT OF RESOLUTION 14450396**
- CAVEAT 7132067**
- GRO NO. 477 OF 1991 - MANAGEMENT AND LETTING AGREEMENT**
- DEEDS OF RENEWAL OF MANAGEMENT AND LETTING AGREEMENT**
- DEED OF EXTENSION AND VARIATION OF MANAGEMENT AND LETTING AGREEMENT**
- BREAKFREE ADELAIDE STATEMENT**

SIGNED BY THE PURCHASER:

THIS _____ DAY OF _____

(Signature)

(Signature)

(Signature)

(Signature)

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

Form R3

Buyers information notice

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

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

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

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

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

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

Safety

- Is there **asbestos** in any of the buildings or elsewhere on the property eg sheds and fences?
- Does the property have any significant **defects** eg **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?

January 2014

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** (eg electricity, gas) are available?
- Is the property connected to SA Water operated and maintained **mains water**? Is a **mains water** connection available? Does the property have a **recycled water** connection? What sort of water meter is located on the property (a **direct or indirect meter** – an indirect meter can be located some distance from the property)? Is the property connected to a water meter that is also serving another property?
- Are there water taps outside the building? Is there a watering system installed? Are they in good working order and in good condition?
- Does the property have **alternative sources** of water other than mains water supply (including **bore or rainwater**)? If so, are there any special maintenance requirements?
- For more information on these matters visit:
www.cbs.sa.gov.au

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



Product Register Search (CT 5061/222)
 Date/Time 20/10/2025 08:32AM
 Customer Reference
 Order ID 20251020000394

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 5061 Folio 222

Parent Title(s) CT 5030/647
 Creating Dealing(s) SM 7213272
 Title Issued 24/01/1992 Edition 4 Edition Issued 15/08/2016

Estate Type

FEE SIMPLE (UNIT)

Registered Proprietor

STUART CAMPBELL GLENN
 OF PO BOX 537 NORTH ADELAIDE SA 5006

Description of Land

UNIT 131 STRATA PLAN 11687
 IN THE AREA NAMED ADELAIDE
 HUNDRED OF ADELAIDE

Easements

TOGETHER WITH RIGHT(S) OF SUPPORT WITH LIMITATIONS OVER THE LAND MARKED B AND C ON SP 11687 (RE 7069222)

Schedule of Dealings

Dealing Number	Description
7132067	CAVEAT BY WEST END APARTMENTS MANAGEMENT PTY. LTD.
14450396	COMMUNITY TITLES ACT 1996 NOW APPLIES TO THIS STRATA SCHEME

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
24/01/2025	14450396	LODGEMENT OF RESOLUTION	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

Property Interest Report

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

Title Reference	CT 5061/222	Reference No. 2721999
Registered Proprietors	S C*GLENN	Prepared 20/10/2025 08:32
Address of Property	Unit 131 FL 3, 255 HINDLEY STREET, ADELAIDE, SA 5000	
Local Govt. Authority	THE CORPORATION OF THE CITY OF ADELAIDE	
Local Govt. Address	GPO BOX 2252 ADELAIDE SA 5001	

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

Table of Particulars

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

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

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

1.1	Mortgage of land <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Refer to the Certificate of Title
1.2	Easement (whether over the land or annexed to the land) Note--"Easement" includes rights of way and party wall rights <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Refer to the Certificate of Title
1.3	Restrictive covenant <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance
1.4	Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.) <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Refer to the Certificate of Title also Contact the vendor for these details
1.5	Caveat	Refer to the Certificate of Title
1.6	Lien or notice of a lien	Refer to the Certificate of Title
2. Aboriginal Heritage Act 1988		
2.1	section 9 - Registration in central archives of an Aboriginal site or object	Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title
2.2	section 24 - Directions prohibiting or restricting access to, or activities on, a site or	Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

3. Burial and Cremation Act 2013

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

4. Crown Rates and Taxes Recovery Act 1945

- 4.1 section 5 - Notice requiring payment

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

5. Development Act 1993 (repealed)

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

- 5.10 section 84 - Enforcement notice
State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
also
Contact the Local Government Authority for other details that might apply
- 5.11 section 85(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. Fences Act 1975

- 9.1 section 5 - Notice of intention to perform fencing work Contact the vendor for these details

10. Fire and Emergency Services Act 2005

- 10.1 section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire Contact the Local Government Authority for other details that might apply
Where the land is outside a council area, contact the vendor

11. Food Act 2001

- 11.1 section 44 - Improvement notice Public Health in DHW has no record of any notice or direction affecting this title
also
Contact the Local Government Authority for other details that might apply
- 11.2 section 46 - Prohibition order
* Public Health in DHW has no record of any notice or direction affecting this title
also
Contact the Local Government Authority for other details that might apply

12. Ground Water (Qualco-Sunlands) Control Act 2000

- 12.1 Part 6 - risk management allocation Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
- 12.2 section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property DEW Water Licensing has no record of any notice affecting this title

13. Heritage Places Act 1993

- 13.1 section 14(2)(b) - Registration of an object of heritage significance Heritage Branch in DEW has no record of any registration affecting this title
- 13.2 section 17 or 18 - Provisional registration or registration Heritage Branch in DEW has no record of any registration affecting this title
- 13.3 section 30 - Stop order Heritage Branch in DEW has no record of any stop order affecting this title
- 13.4 Part 6 - Heritage agreement Heritage Branch in DEW has no record of any agreement affecting this title
also
Refer to the Certificate of Title
- 13.5 section 38 - "No development" order Heritage Branch in DEW has no record of any "No development" order affecting this title

14. Highways Act 1926

- 14.1 Part 2A - Establishment of control of access from any road abutting the land Transport Assessment Section within DIT has no record of any registration affecting this title

15. Housing Improvement Act 1940 (repealed)

- 15.1 section 23 - Declaration that house is undesirable or unfit for human habitation Contact the Local Government Authority for other details that might apply
- 15.2 Part 7 (rent control for substandard houses) - notice or declaration Housing Safety Authority has no record of any notice or declaration affecting this title

16. Housing Improvement Act 2016

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

17. Land Acquisition Act 1969

- 17.1 section 10 - Notice of intention to acquire Refer to the Certificate of Title for any notice of intention to acquire 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 | <p>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.</p> <p>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au</p> |
|------|---|--|

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

- 29.8 section 157 - Fire safety notice

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

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

Refer to the Certificate of Title
- 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

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
- 29.13 section 213 - Enforcement notice

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply
- 29.14 section 214(6), 214(10) or 222 - 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

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. | <i>Dog Fence (Dog Fence Act 1946)</i> | This title falls outside the Dog Fence rateable area. Accordingly, the Dog Fence Board holds no current interest in relation to Dog Fence rates. |
| 9. | <i>Pastoral Board (Pastoral Land Management and Conservation Act 1989)</i> | The Pastoral Board has no current interest in this title |
| 10. | <i>Heritage Branch DEW (Heritage Places Act 1993)</i> | Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title |
| 11. | Health Protection Programs – Department for Health and Wellbeing | Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title. |

Notices

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

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

Building restrictions

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

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

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

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

Statutory easements

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

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

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

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

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

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

Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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



Product Title and Valuation Package
Date/Time 20/10/2025 08:32AM
Customer Reference
Order ID 20251020000394

Certificate of Title

Title Reference CT 5061/222
Status CURRENT
Easement YES
Owner Number 11887145
Address for Notices POST OFFICE BOX 537, NORTH ADELAIDE, SA 5006
Area NOT AVAILABLE

Estate Type

Fee Simple (Unit)

Registered Proprietor

STUART CAMPBELL GLENN
OF PO BOX 537 NORTH ADELAIDE SA 5006

Description of Land

UNIT 131 STRATA PLAN 11687
IN THE AREA NAMED ADELAIDE
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference TRANSFER (T) 12566919
Dealing Date 30/06/2016
Sale Price \$0
Sale Type NO MONETARY CONSIDERATION

Constraints

Encumbrances

NIL

Stoppers

Dealing Type	Dealing Number	Beneficiary
CAVEAT	7132067	WEST END APARTMENTS MANAGEMENT PTY. LTD. (ACN: 008 292 984)

Valuation Numbers

Valuation Number	Status	Property Location Address
0200347551	CURRENT	Unit 131 FL 3, 255 HINDLEY STREET, ADELAIDE, SA 5000

Notations

Dealings Affecting Title



Product Title and Valuation Package
 Date/Time 20/10/2025 08:32AM
 Customer Reference
 Order ID 20251020000394

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
24/01/2025 12:35	14450396	LODGEMENT OF RESOLUTION	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number 0200347551
Type Site & Capital Value
Date of Valuation 01/01/2025
Status CURRENT
Operative From 01/07/1991
Property Location Unit 131 FL 3, 255 HINDLEY STREET, ADELAIDE, SA 5000
Local Government ADELAIDE
Owner Names STUART CAMPBELL GLENN
Owner Number 11887145
Address for Notices POST OFFICE BOX 537, NORTH ADELAIDE, SA 5006
Zone / Subzone CMS - City Main Street \ HS - Hindley Street
Water Available Yes
Sewer Available Yes
Land Use 1825 - Serviced Apartments (Inc. Strata-Titled Hotel/Motel Units)
Description HOTEL UNIT
Local Government Description Commercial - Other

Parcels

Plan/Parcel	Title Reference(s)
S11687 UNIT 131	CT 5061/222

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$81,000	\$189,000			



Product Title and Valuation Package
 Date/Time 20/10/2025 08:32AM
 Customer Reference
 Order ID 20251020000394

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Previous	\$80,000	\$169,000			

Occupants

Occupant Id	Property Id	Occupant Name	Land Use	Local Government Description	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
10	UNIT 131	HOTEL UNIT	1825 - Serviced Apartments (Inc. Strata-Titled Hotel/Motel Units)	Commercial - Other	\$81,000	\$189,000			

Building Details

Valuation Number 0200347551
 Building Style Not Available
 Year Built 1991
 Building Condition Good
 Wall Construction Brick
 Roof Construction Galvanised Iron
 Equivalent Main Area 35 sqm
 Number of Main Rooms 2

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



Product
Date/Time
Customer Reference
Order ID

Check Search
20/10/2025 08:32AM
20251020000394

Certificate of Title

Title Reference: CT 5061/222
Status: CURRENT
Edition: 4

Dealings

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

Priority Notices

NIL

Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
24/01/2025	10/02/2025	14450396	LODGEMENT OF RESOLUTION	FILED	S11687

Registrar-General's Notes

No Registrar-General's Notes exist for this title



Account Number 02 00347 55 1	L.T.O Reference CT5061222	Date of issue 20/10/2025	Agent No. 7734	Receipt No. 2721999
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THE FORM 1 COMPANY
LEVEL 8 / 420 KING WILLIAM ST
ADELAIDE SA 5000
form1@form1.net.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: S C GLENN
Location: U131 255 HINDLEY ST ADELAIDE UNIT131 S11687
Description: HOTEL UNIT **Capital Value:** \$ 189 000
Rating: Non-residential

Periodic charges

Raised in current years to 31/12/2025

		Arrears as at: 30/6/2025	:	\$ 0.00
Water main available:	1/7/1991	Water rates	:	164.60
Sewer main available:	1/7/1991	Sewer rates	:	188.00
		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	:	176.30CR
		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: 7/1/2026

This account has no meter of its own but is supplied from account no 02 00346 99 7.

The Water Use apportionment option is Nil.

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

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

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



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

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



South Australian Water Corporation

Name:
S C GLENN

Water & Sewer Account
Acct. No.: **02 00347 55 1**

Amount: _____

Address:
U131 255 HINDLEY ST ADELAIDE UNIT131
S11687

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0200347551



Biller code: 8888
Ref: 0200347551

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: 0200347551



Government of
South Australia

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

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



ABN 19 040 349 865
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: 2721999

THE FORM 1 COMPANY
GPO BOX 1651
ADELAIDE SA 5001

DATE OF ISSUE
20/10/2025

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

OWNERSHIP NUMBER	OWNERSHIP NAME			
18006750	S C GLENN			
PROPERTY DESCRIPTION				
U131 F3 255 HINDLEY ST / ADELAIDE SA 5000 / UNIT 131				
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
0200347551	CT 5061/222	\$189,000.00	R4 1.000	CO 1.044
LEVY DETAILS:				
	FIXED CHARGE	\$	50.00	
	+ VARIABLE CHARGE	\$	213.75	
FINANCIAL YEAR	- REMISSION	\$	0.00	
2025-2026	- CONCESSION	\$	0.00	
	+ ARREARS / - PAYMENTS	\$	13.19	
	= AMOUNT PAYABLE	\$	276.94	

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 18/01/2026



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
18006750

OWNERSHIP NAME
S C GLENN

ASSESSMENT NUMBER
0200347551

AMOUNT PAYABLE
\$276.94

AGENT NUMBER
100019452

AGENT NAME
THE FORM 1 COMPANY

EXPIRY DATE
18/01/2026

+70098205100022> +001571+ <0550846881> <0000027694> +444+

OFFICIAL: Sensitive

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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




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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456285 Ref: 7009820510</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.



ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2721999

THE FORM 1 COMPANY
GPO BOX 1651
ADELAIDE SA 5001

DATE OF ISSUE
20/10/2025

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

OWNERSHIP NAME		FINANCIAL YEAR	
S C GLENN		2025-2026	
PROPERTY DESCRIPTION			
U131 F3 255 HINDLEY ST / ADELAIDE SA 5000 / UNIT 131			
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	TAXABLE SITE VALUE	AREA
0200347551	CT 5061/222	\$81,000.00	0.0000 HA
DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:			
CURRENT TAX	\$ 0.00	SINGLE HOLDING	\$ 0.00
- DEDUCTIONS	\$ 0.00		
+ ARREARS	\$ 0.00		
- PAYMENTS	\$ 0.00		
= AMOUNT PAYABLE	\$ 0.00		

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

ON OR BEFORE 18/01/2026

See overleaf for further information



Government of South Australia

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

OFFICIAL: Sensitive

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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




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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456293 Ref: 7009820429</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 Commissioner of State Taxation, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

Date: 27 October 2025

Email: city@cityofadelaide.com.au



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

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

ABN 20 903 762 572

Dear Sir/Madam,

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

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

Title Reference CT-5061/222
Owner Name Mr S C Glenn
Address of Property Breakfree Adelaide, Floor 3 131/255 Hindley Street, ADELAIDE SA 5000

You are advised:

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

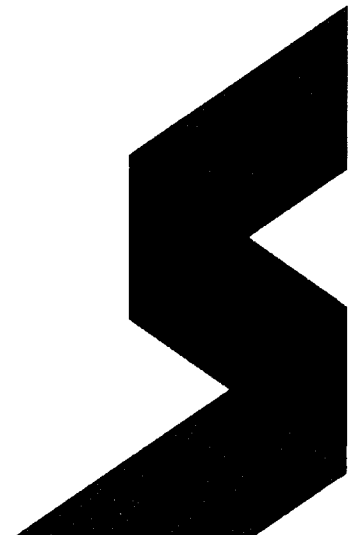
In addition:

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

Yours faithfully,



pp
Michael Sedgman
Chief Executive Officer



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

Rates & Property Enquiries: 8203 7203

Email: city@cityofadelaide.com.au

THE FORM 1 COMPANY
GPO Box 1651, ADELAIDE SA 5001

Dear Sir/Madam

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

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

Date Received	20 October 2025
Receipt Number	7001558
Document Issue Date	21 October 2025
Property Address	Breakfree Adelaide, Floor 3 131/255 Hindley Street, ADELAIDE SA 5000
Property Description	Unit 131 SP 11687
Property Titles	CT-5061/222
Owner of Property	Mr S C Glenn

Local Government Act 1999 [Act]

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

Section 179

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

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

Fines for Late Payment:

If an instalment is not received on, or before, the due date (2nd September; 2nd December; 3rd March; 2nd June), a fine of 2% will be applied to the instalment amount in arrears at that time. A further interest levy of 0.76% will also be added to the amount in arrears (including the amount of any previous unpaid fine but excluding interest from any previous month) outstanding at the end of each month thereafter.

Yours faithfully,



pp
Michael Sedgman
Chief Executive Officer



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

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

ABN 20 903 762 572





CITY OF
ADELAIDE

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

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

ABN 20 903 762 572

Assessment No: 12369 5

Property Location	Breakfree Adelaide, Floor 3 131/255
Rateable Valuation	\$9,700
Arrears	\$0.00
Arrears Legal Fees	\$0.00
Gross Rates	\$1,385.15
(includes Regional Landscape Levy)	
Interest, Current	\$0.00
Interest, Arrears	\$0.00
Rebates	\$-40.05
Legal Charges, Current	\$0.00
Deferred Debts	\$0.00
	\$0.00
Paid	\$-1,345.10
Overpayments	\$0.00
Refunds	\$0.00
Outstanding Balance	\$0.00



PRESCRIBED INFORMATION

Address: *Breakfree Adelaide, Floor 3 131/255 Hindley Street,
ADELAIDE SA 5000*

Reference: 1999/01532-4

Certificate of Title: CT-5061/222

Dated: 21 October 2025

Prescribed encumbrance	Other particulars required
Part 1—Items that must be included in statement	
<i>{If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in column 1.}</i>	
Development Act 1993 (repealed)	
Section 42 – Condition (that continues to apply) of a development authorisation	Date of Authorisation: Name of relevant authority that granted authorisation: Condition(s) of authorisation: Development Conditions – See Attachment
Repealed Act conditions	
Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)	Nature of Condition(s): Repealed Act Conditions – Refer to Attachment

PRESCRIBED INFORMATION

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

PRESCRIBED INFORMATION

Part 2—Items to be included if land affected	
<i>[If an item is not applicable, strike it out or write "NOT APPLICABLE" or "N/A" in column 1, or else omit the items and headings that are not applicable.]</i>	
Development Act 1993	
section 50(1)—Requirement to vest land in a council or the Crown to be held as open space	Date requirement given: Name of body giving requirement: Nature of requirement: Contribution payable (if any):
section 50(2)—Agreement to vest land in a council or the Crown to be held as open space	Date of agreement: Names of parties: Terms of agreement: Contribution payable (if any):
section 55—Order to remove or perform work	Date of order: Terms of order: Building work (if any) required to be carried out: Amount payable (if any):
section 56—Notice to complete development	Date of notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any):
Section 57—Land management agreement	Date of agreement: Names of parties: Terms of agreement:
Section 69—Emergency Order	Date of order: Name of authorised officer who made order: Name of authority that appointed authorised officer: Nature of order: Amount payable (if any):

PRESCRIBED INFORMATION

Section 71 — Fire safety notice	Date of notice: Name of authorised officer giving notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any):
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Section 84 — Enforcement notice	Date notice given: Name of relevant authority giving notice: Nature of directions contained in notice: Building work (if any) required to be carried out: Amount payable (if any):
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section 85(6), 85(10) or 106 — Enforcement order	Date order made: Name of court that made order: Action number: Names of parties: Terms of order: Building work (if any) required to be carried out:
--	--

Part 11 Division 2 — Proceedings	Date of commencement of proceedings: Date of determination or order (if any): Terms of determination or order (if any):
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Confirmed – Planning/Development Section

Fire and Emergency Services Act 2005

section 105F (or section 56 or 83 (repealed)) — Notice of action required concerning flammable materials on land	Date of notice: Person or body who issued notice: Requirements of notice (as stated therein): Amount payable (if any):
--	---

Confirmed – Enforcement/Compliance section:

Food Act 2001

section 44 — Improvement notice	Date of notice: Name of authorised officer who served notice: Name of authority that appointed officer: Requirements of notice:
---------------------------------	--

PRESCRIBED INFORMATION

section 46— Prohibition order	Date of order: Name of authority or person who served order: Requirements of order:
Confirmed – Environmental Health section:	
<i>Housing Improvement Act 1940</i>	
section 23— declaration that house is undesirable or unfit for human habitation	Date of declaration: Those particulars required to be provided by a council under section 23:
Part 7 (rent control for substandard houses)— Notice or declaration	Date of notice or declaration Those particulars required to be provided by the housing authority under section 60:
Confirmed – Building/Development section:	
<i>Land Acquisition Act 1969</i>	
Section 10— Notice of intention to acquire	Date of notice: Name of Authority who served notice: Description of land intended to be acquired (as described in the notice):

PRESCRIBED INFORMATION

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

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
section 142 – Notice to complete development	Date of notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any):
section 155 – Emergency order	Date of order: Name of authorised officer who made order: Name of authority that appointed the authorised officer: Nature of order: Amount payable (if any):
section 157 – Fire safety notice	Date of notice: Name of authority giving notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any):
section 192 or 193 – Land management agreement	Date of agreement: Names of parties: Terms of agreement:
section 198(1) – Requirement to vest land in a council or the Crown to be held as open space	Date requirement given: Name of body giving requirement: Nature of requirement: Contribution payable (if any):
section 198(2) – Agreement to vest land in a council or the Crown to be held as open space	Date of agreement: Names of parties: Terms of agreement: Contribution payable (if any):
Part 16	Date of commencement of proceedings:

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
Division 1 – Proceedings	Date of determination or order (if any): Terms of determination or order (if any):
section 213 – Enforcement notice	Date notice given: Name of designated authority giving notice: Nature of directions contained in notice: Building work (if any) required to be carried out: Amount payable (if any):
Section 214(6), 214(10) or 222 – Enforcement order	Date order made: Name of court that made order: Action number: Name of parties: Terms of order: Building work (if any) required to be carried out:
Confirmed – Building/development section:	

PRESCRIBED INFORMATION

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

PRESCRIBED INFORMATION

Other charges

Charge of any kind affecting the land (not included in another item)

Person or body in whose favour charge exists:

Nature of charge:

Amount of charge (if known):

PRESCRIBED INFORMATION

Particulars of Building Indemnity Insurance

Note—Building indemnity insurance is not required for—

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

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

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

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

Exemption from holding insurance:

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

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

If **YES**, give details:

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

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

PRESCRIBED INFORMATION

Particulars relating to Environment Protection

Further information held by councils

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

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

~~*YES/NO~~ **Refer to Attachment**

Note—

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

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

It should be noted that—

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

ATTACHMENTS

Attachment – Repealed Act Conditions

APPROVAL under the City of Adelaide Development Control Act, 1976 was given on 9/7/90 to

Develop retail shops, a three storey, short-term residential accommodation building with associated facilities and parking at 42-58 Gray Street, 245-267 Hindley Street, 62-88 Philip Street, **P3416**,

SUBJECT to the following Conditions:

Details of the landscaping of the site including wherever possible the retention of existing trees shall be submitted to and approved by the Council prior to the commencement of the development.

The landscaping so approved shall be undertaken or completed to the reasonable satisfaction of the Council within two months of any of the said buildings being occupied and such landscaping (including both paving and planting) shall be maintained in good condition. Should any plants languish or die, the applicant (or any person hereafter having the benefit of this approval) shall, when reasonably required by the Council, replace such plants with others which in the opinion of the Council are likely to flourish.

The 144 car parking spaces hereby approved shall be maintained available for use in association with the premises, which are the subject of this application.

Modification – You are advised that under the authority given by Section 27 of the Building Act, 1971, Regulations 24.37 and 24.14 are modified to permit non-fire-isolated stairs discharging onto an elevated plaza to serve in lieu of fire-isolated stairs to the three storey residential sections of the building subject to the following conditions:-

Any penetrations within 6 metres of the residential building sections shall be protected in an approved manner to maintain the fire resistance rating to the plaza slab.

An automatic fire alarm installation, generally in accordance with A.S. 1670 – 1986 “SAA Code for Automatic Fire Detection and Alarm Systems” and with connection to the nearest SA Metropolitan Fire Service, shall be installed throughout the building, and be listed as an item in the Part 59 logbook and maintained annually, all to the satisfaction of the Building Surveyor.

ATTACHMENTS

Attachment – Development Conditions



DECISION NOTIFICATION FORM

Application Dated: 23-Nov-2011 Application Registered On: 28-Nov-2011	File Reference: F/DA/0961/2011 Contact Officer: Kristen Schulte 8203 7682
--	--

Application:	DA/961/2011
Applicant:	BREAKFREE ON HINDLEY
Location:	Ground 73/255 Hindley Street, ADELAIDE SA 5000
Description:	Permanent closure of existing fire door

In respect of this proposed development you are informed that:

Nature Of Consent	Consent Status	Date of Decision	No. of Conditions
Development Plan Consent	Granted	22 December 2011	1
Building Rules Consent	Granted	22 December 2011	0
Development Approval	Granted	22 December 2011	1

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

~~# representation(s) from third parties concerning your category 3 proposal were received.~~

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

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

- Date of Decision: **22 December 2011**
- Signed: *[Signature]*
- Date: *22/12/11*
- Development Assessment Commission or delegate
 - Council Chief Executive Officer or delegate
 - Private Certifier
 - [2] Sheets Attached

PREScribed INFORMATION



Application: DA/961/2011
Applicant: BREAKFREE ON HINDLEY
Location: Ground 73/255 Hindley Street, ADELAIDE SA 5000
Description: Permanent closure of existing fire door

CONDITIONS OF DEVELOPMENT PLAN CONSENT

1. The Development shall be undertaken in accordance with the plans, drawings, specifications and other documents submitted to the Council that are relevant to the consent as listed below:

- **Ground Floor Breakfree on Hindley Plan;**
- **Correspondence dated from 19 December 2011; and**
- **Image of Firmadoor tag**

to the reasonable satisfaction of the Council except where varied by conditions below (if any).

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

CONDITIONS OF BUILDING RULES CONSENT

Nil Conditions Imposed

PRESCRIBED INFORMATION



Application: DA/1058/2007
Applicant: CLAUDE NEON (AUST) P/L
Location: 245-267 Hindley Street, ADELAIDE SA 5000

CONDITIONS OF DEVELOPMENT PLAN CONSENT

1. The development granted Development Approval shall be undertaken in accordance with the plans and details submitted to the satisfaction of Council except where varied by conditions below (if any).

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

CONDITIONS OF BUILDING RULES CONSENT

Not Required

ATTACHMENTS

Attachment - Change of Use

3668700: CONVERSION TO SERVICED APARTMENTS

3919100: CONVERSION FROM SHOP TO TAVERN

4079700: CONVERSION OF TAVERN TO ENTERTAINMENT VENUE

ADVICE ONLY

The above application(s) confirm Council holds information that indicates that changes in the use of the land have taken place on the site.

Data Extract for Section 7 search purposes

Valuation ID 0200347551

Data Extract Date: 21/10/2025

Important Information

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

Parcel ID: S11687 UN131

Certificate Title: CT5061/222

Property Address: UNIT 131 FL 255 HINDLEY ST ADELAIDE SA 5000

Zones

City Main Street (CMS)

Subzones

Hindley Street (HS)

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 70 metres AHD)

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

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.

Design

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

Hazards (Flooding - Evidence Required)

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

Noise and Air Emissions

The Noise and Air Emissions Overlay seeks to protect new noise and air quality sensitive development from adverse impacts of noise and air emissions.

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.

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

6035

11687

STRATA PLAN NUMBER
SP 11687

THIS SHEET 1 OF 8 SHEETS

DEPOSITED 29 / 12 / 1991

MAP REFERENCE 6028 / 41 & 42

TITLE REFERENCE C.T. 3027/3081/399 (incl. 3025/71/34 incl. and 3030/7392 to 865 incl.)

VALUATION NUMBER: DP 30294 TOTAL AREA 4788m²

REGISTERED IN THE CITY OF ADELAIDE

REGISTERED IN THE CITY OF ADELAIDE

PLAN OF AMALGAMATION OF SP 11372 and SP 11456 of PART 1A's 65 and 66

Scale: 1:1000

AMALGAMATIONS

ENCROACHMENT OF CANOPY, VERANDAH'S AND BALCONIES OCCUR ON HINDLEY STREET and ENCROACHMENT OF BALCONIES OCCUR ONTO PHILIP STREET.

NOT WITHSTANDING ANY BOUNDARY DELINEATED ON THE PLAN, STRUCTURAL COLUMNS ARE COMMON PROPERTY.

AUTHORITY FOR ELEVATIONS PSN6628/3701:
 40-800 METRES AHD.

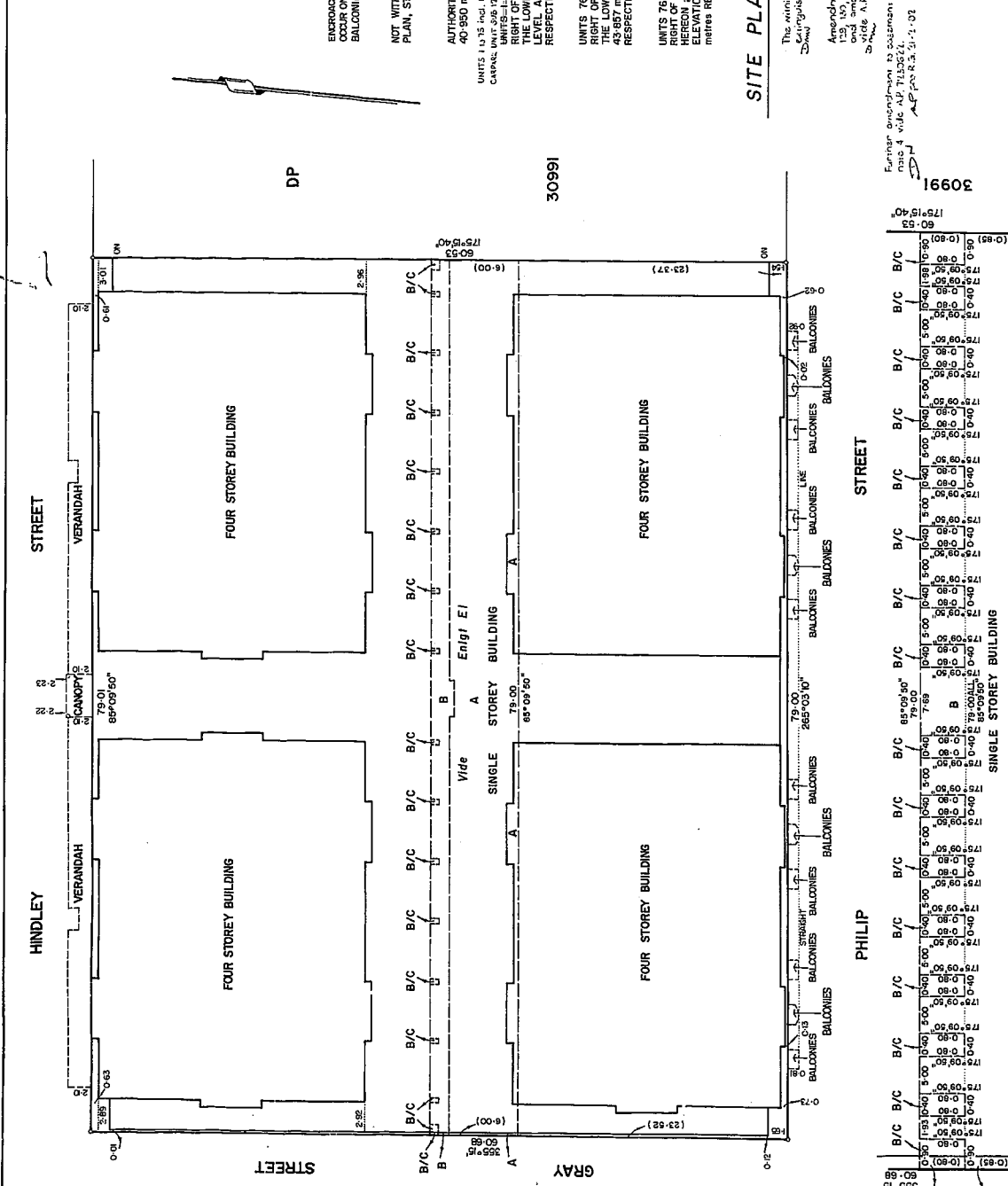
UNITS 1 TO 15 INCL. EXCEPT CARPARK UNIT 508 TO CARPARK UNIT 511, CARPARK UNIT 508 TO 511, VIDE AP 7130622.

UNITS 16 TO 75 INCLUSIVE ARE TOGETHER WITH AN EXISTING RIGHT OF SUPPORT OVER THOSE PORTIONS MARKED C HEREON. THE LOWER AND UPPER LIMITS BEING ELEVATION 44-000 METRES AHD AND ELEVATION 43-857 METRES AHD RESPECTIVELY.

UNITS 76 TO 151 INCLUSIVE ARE TOGETHER WITH AN EXISTING RIGHT OF SUPPORT OVER THOSE PORTIONS MARKED C HEREON. THE LOWER AND UPPER LIMITS BEING ELEVATION 43-857 METRES AHD AND ELEVATION 44-857 METRES AHD RESPECTIVELY.

UNITS 152 TO 158 INCLUSIVE ARE TOGETHER WITH AN EXISTING RIGHT OF SUPPORT OVER THOSE PORTIONS MARKED C HEREON. THE LOWER AND UPPER LIMITS BEING ELEVATION 44-000 METRES AHD AND ELEVATION 43-857 METRES AHD RESPECTIVELY.

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



SITE PLAN

The minor encroachments B and C have been partially demarcated vide V.E. 300621, s. 13-2-52.

Amendment to Units 10 to 15 incl. 34, 35, 135, 136, 137, 148 to 164 incl. and Common Property 135 to 147, 148 to 164, 165 to 175, 176 to 186, 187 to 197, 198 to 208, 209 to 219, 220 to 230, 231 to 241, 242 to 252, 253 to 263, 264 to 274, 275 to 285, 286 to 296, 297 to 307, 308 to 318, 319 to 329, 330 to 340, 341 to 351, 352 to 362, 363 to 373, 374 to 384, 385 to 395, 396 to 406, 407 to 417, 418 to 428, 429 to 439, 440 to 450, 451 to 461, 462 to 472, 473 to 483, 484 to 494, 495 to 505, 506 to 516, 517 to 527, 528 to 538, 539 to 549, 550 to 560, 561 to 571, 572 to 582, 583 to 593, 594 to 604, 605 to 615, 616 to 626, 627 to 637, 638 to 648, 649 to 659, 660 to 670, 671 to 681, 682 to 692, 693 to 703, 704 to 714, 715 to 725, 726 to 736, 737 to 747, 748 to 758, 759 to 769, 770 to 780, 781 to 791, 792 to 802, 803 to 813, 814 to 824, 825 to 835, 836 to 846, 847 to 857, 858 to 868, 869 to 879, 880 to 890, 891 to 901, 902 to 912, 913 to 923, 924 to 934, 935 to 945, 946 to 956, 957 to 967, 968 to 978, 979 to 989, 990 to 1000.

ALISTER ROSS FIVE

I, ALISTER ROSS FIVE, a licensed surveyor under the Surveyors Act, 1975, certify that the plan correctly delineates the boundaries of the land shown hereon, and that the same are in accordance with the provisions of the Surveyors Act, 1975, and the provisions of the Surveyors Regulations, 1975, and that the plan is correct for the purposes of the State Titles Act, 1975.

Dated this 21st day of November 2001.

(Signature)
 Alister Ross Five

FYFE SURVEYORS
 Pty. Ltd.
 143 FULLARTON ROAD ROSE PARK 5067
 PH 3641000 FAX 3640804
 REFERENCE 6035

MICROFILMED
252.92.

Further amendment to easement note 4 vide AP 7130622.
 AP No. K.A.317.02

DP 30991

ENLARGEMENT E1 NOT TO SCALE

PLAN NUMBER
SP 11687

DATE: 20/11/18
APPROVED FOR: [Signature]
SHEET 2 OF 8 SHEETS
Map Reference: 6628/41 e, m
CITY OF ADELAIDE

SCALE: 0 2 4 6 8 10 15 METRES

STATUTES CONCERNING DEEDS, AMENDMENTS AND AMENDMENTS

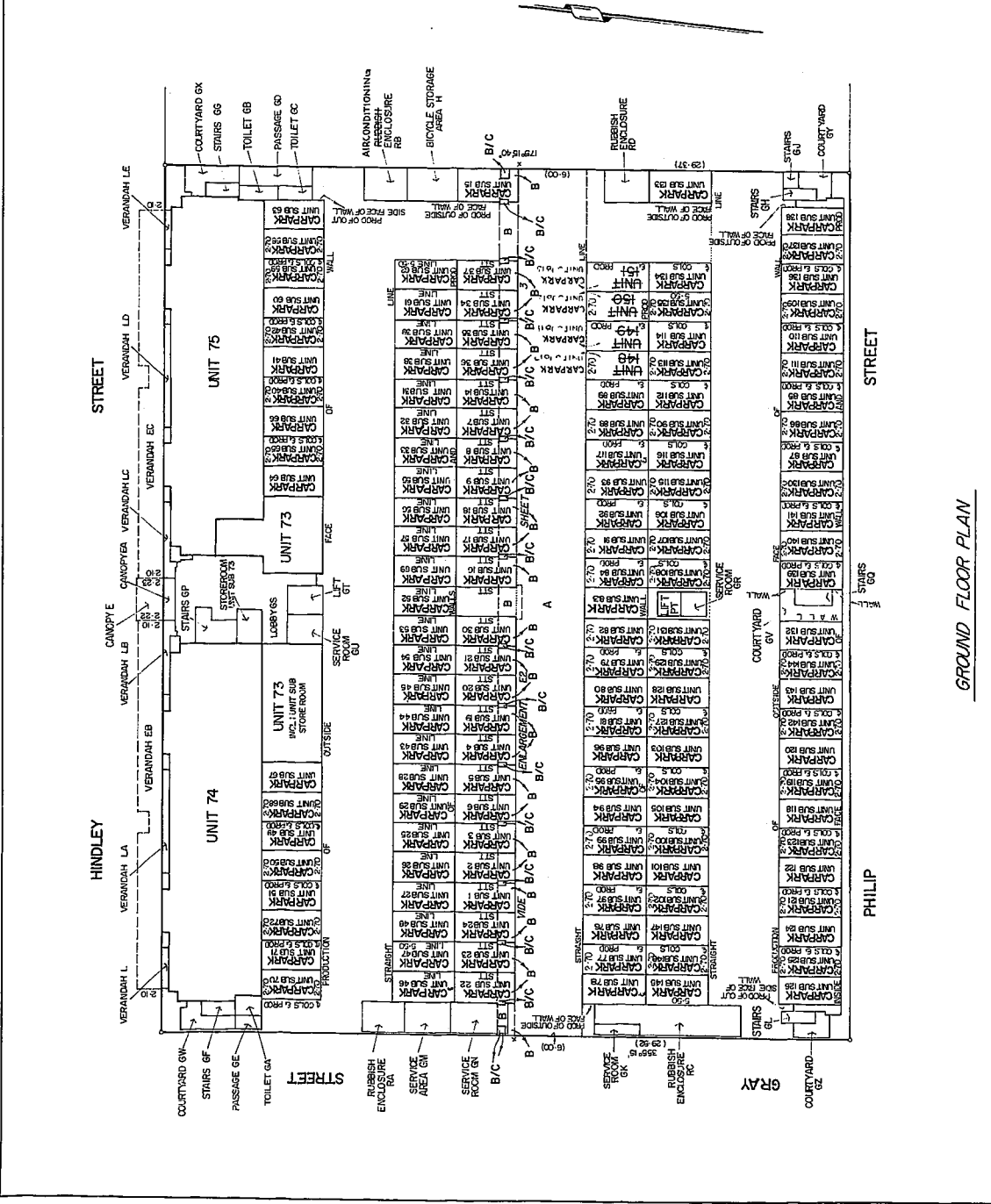
ENCROACHMENT OF CANOPY, VERANDAHS AND EC OCCUR ONTO HINDLEY STREET.

NOT WITHSTANDING ANY BOUNDARY DELINEATED ON THE PLAN STRUCTURAL COLUMNS ARE COMMON PROPERTY.

THE LOWER & UPPER LIMITS OF THE UNIT SUBSIDIARIES SHOWN AS CARPARK ARE EXISTING GROUND LEVEL AND ELEVATION 43.800 METRES AND RESPECTIVELY.

THE UPPER LIMITS OF UNITS 146, 149, 150 AND 161-16 ELEVATION 43.800 METRES AND 44.0.

6035



MICROFILMED
252.92.

FYFE SURVEYORS
Pty Ltd
REFERENCE 6035

11687

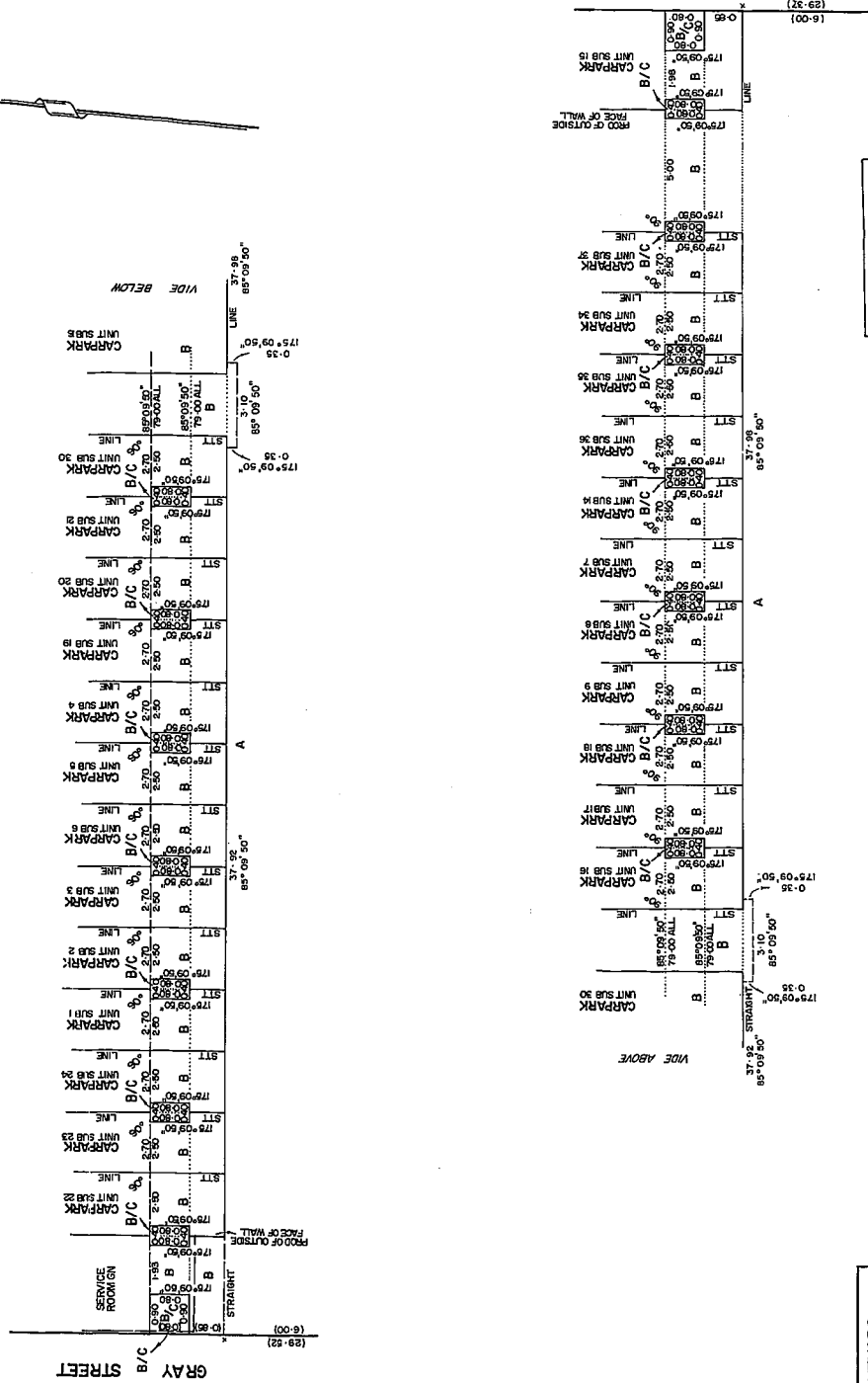
PLAN NUMBER	SP 11687
REGISTERED	20 / 12 / 1991
REGISTERED-NAME	RD REGISTERED
SHEET 3 OF 8 SHEETS	
Map Reference	6628/41 e.m.
CITY OF ADELAIDE	
SCALE	NOT TO SCALE
METRES	
STATEMENTS CONCERNING EASEMENTS, VARIATIONS AND AMENDMENTS	

6035

GROUND FLOOR PLAN

ENLARGEMENT E2

Not to Scale



MICROFILMED
252.92.

FYFE SURVEYORS
Pty. Ltd.
REFERENCE 6035

D01-B

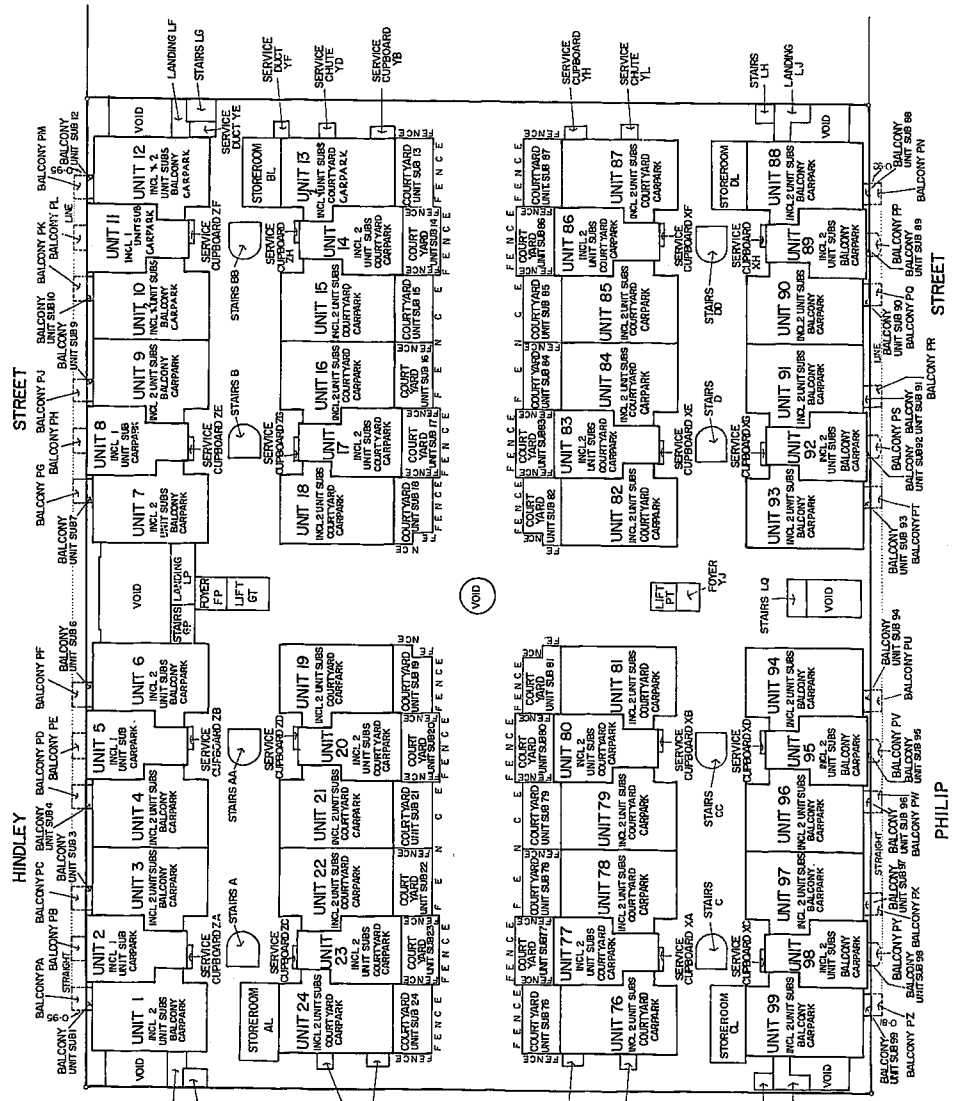
6035

1:600

PLAN NUMBER	
SP	11687
DEPOSITED	20, 15, 18/21
ACCEPTED FOR PLANS	AND REGISTERED DRAWING
SHEET 4 OF 8 SHEETS	
Map Reference: 662B/41, e m	
CITY OF ADELAIDE	
SCALE	0 2 4 6 8 10 15 20 METRES
ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED	

THE UPPER LIMITS OF THE UNIT SUBSIDIARIES SHOWN AS INCL. 2 ARE LIMITED TO THE UNDERSIDE OF OVER HANGING STRUCTURE

ENROACHMENT OF BALCONIES PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ OCCUR ONTO PHILIP STREET.



MICROFILMED
25.2.92.

FIRST FLOOR PLAN

FIFE SURVEYORS
Pty Ltd

REFERENCE 6035

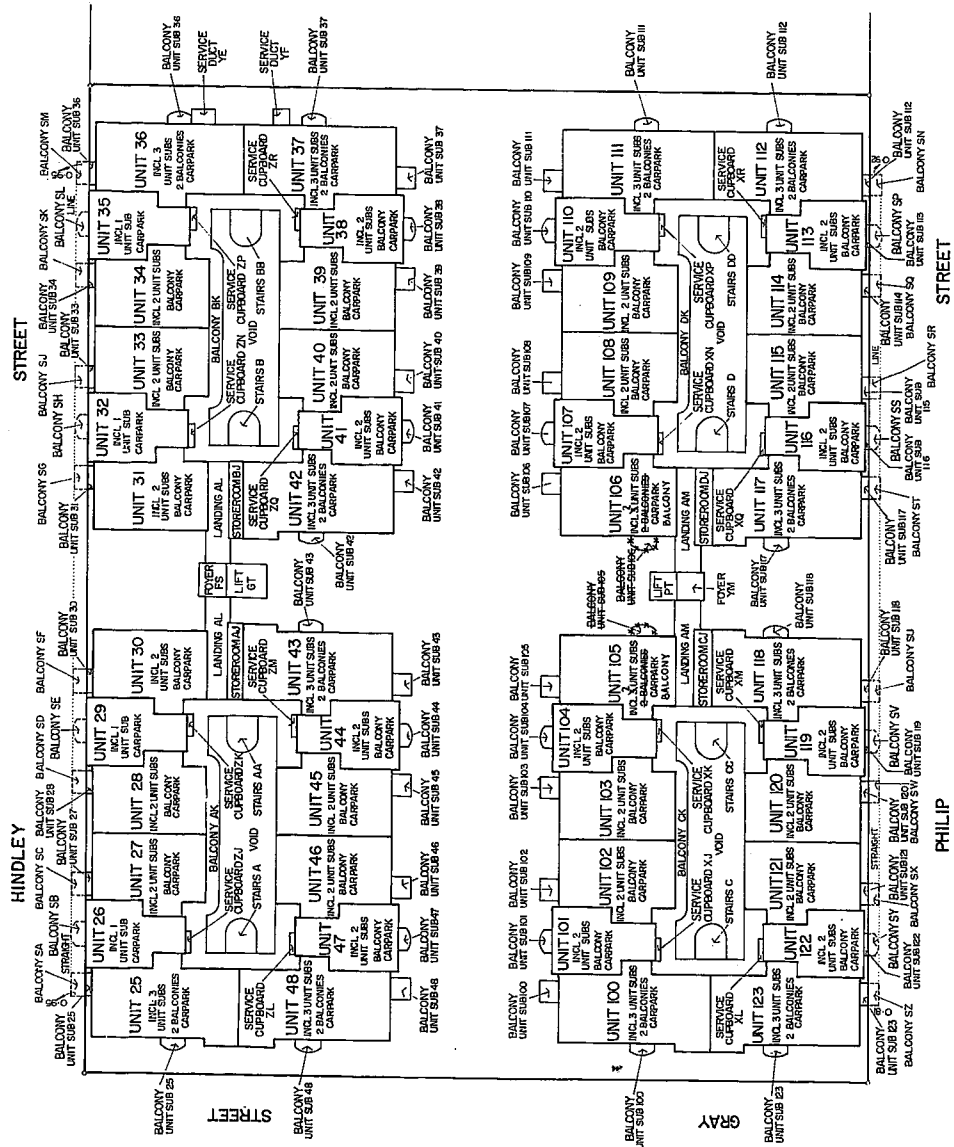
D01-8

11097

PLAN NUMBER	SP 11687
PROJECT	207 / 1 / 1891
DESIGNED BY	F.Y.E.
DATE	2008
SHEET	5 OF 9 SHEETS
Map Reference	6638 / 41 E.M.
CITY OF ADELAIDE	
SCALE	0 2 4 6 8 10 METERS
STATEMENTS CONCERNING ENCUMBRANCES AND ADJACENTS	

ENCROACHMENT OF BALCONIES SA, SB, SC, SD, SE, SF, SG, SH, SJ, SK, SL and SM OCCUR ONTO HINDLEY STREET AND ENCROACHMENT OF BALCONIES SM, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY and SZ OCCUR ONTO PHILIP STREET.

6035



MICROFILMED
25.2.92.

SECOND FLOOR PLAN

F.Y.E. SURVEYORS
Pty. Ltd.

REFERENCE 6035

DOL-B

Application No. 7213272 Amended Vide AP. No. 7230622	STRATA PLAN NUMBER SP 11687
DEPOSITED 11/02/1992 <i>[Signature]</i> PRO REGISTRAR-GENERAL	
THIS IS SHEET 7 OF 8 SHEETS	

SUBSTITUTE SHEET

SCHEDULE OF UNIT ENTITLEMENTS

UNIT NO.	UNIT ENTITLEMENT	UNIT NO.	UNIT ENTITLEMENT	UNIT NO.	UNIT ENTITLEMENT
1	68	34	69	67	81
2	57	35	57	68	57
3	68	36	81	69	68
4	57	37	79	70	68
5	68	38	56	71	57
6	68	39	67	72	81
7	68	40	67	73	70
8	57	41	56	74	249
9	68	42	79	75	237
10	68	43	56	76	66
11	57	44	77	77	59
12	68	45	67	78	66
13	66	46	67	79	66
14	59	47	56	80	59
15	66	48	79	81	66
16	66	49	81	82	66
17	59	50	58	83	59
18	66	51	70	84	66
19	66	52	70	85	66
20	59	53	58	86	59
21	66	54	70		
22	66	55	70	AGGREGATE	
23	59	56	58		
24	66	57	70		
25	81	58	70		
26	57	59	58		
27	69	60	81		
28	69	61	81		
29	57	62	57		
30	69	63	68		
31	69	64	68		
32	57	65	57		
33	69	66	81		
AGGREGATE		AGGREGATE			
				ROAD OR RESERVE	
				ALLOTMENTS	

MICROFILMED

25.2.92.

Application No. 7213272 Amended Vide AP. No. 7230622 <h2 style="text-align: center; margin: 0;">SUBSTITUTE SHEET</h2>	STRATA PLAN NUMBER SP 11687 DEPOSITED 11/02/1992 PRO REGISTRAR-GENERAL THIS IS SHEET 8 OF 8 SHEETS
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SCHEDULE OF UNIT ENTITLEMENTS

UNIT NO.	UNIT ENTITLEMENT	UNIT NO.	UNIT ENTITLEMENT	UNIT NO.	UNIT ENTITLEMENT
87	66	120	65		
88	64	121	65		
89	54	122	55		
90	64	123	77		
91	64	124	81		
92	54	125	57		
93	64	126	68		
94	64	127	68		
95	54	128	57		
96	64	129	68		
97	64	130	68		
98	54	131	57		
99	64	132	68		
100	79	133	68		
101	56	134	57		
102	67	135	81		
103	67	136	78		
104	56	137	55		
105	67	138	66		
106	67	139	66		
107	56	140	55		
108	67	141	78		
109	67	142	78		
110	56	143	55		
111	79	144	66		
112	77	145	66		
113	55	146	55		
114	65	147	78		
115	65				
116	55				
117	77				
118	77				
119	55				
AGGREGATE		AGGREGATE	10000		
				AGGREGATE	
				ROAD OR RESERVE	
				ALLOTMENTS	

MICROFILMED
25.2.92.



STRATA DATA

Date: 20 October 2025

To: The Form 1 Company

Email: form1@form1.net.au

Property Address: 131/255 HINDLEY ST ADELAIDE, SA 5000

Please find enclosed your **\$66.00 Section Search** for the above mentioned property.

The section search is the initial search documentation that is required to be issued as a part of the sale contract and includes the following;

- 2 years of Minutes
- The previously accepted financial report
- Current policies of insurance
- Particulars of any contribution payable including any arrears
- Particulars of any expenditure that the corporation has incurred, or has resolved to incur, and to which the unit holder of the unit must contribute, or is likely to be required to contribute
- By-Laws (Community Corporations)

Payment of updated financial search is recommended prior to settlement to confirm outstanding amounts, Financial Update searches are at a cost of \$27.50 inclusive of GST.

Please note all searches are emailed to guarantee fast, efficient delivery.

Important Information: This property is part of a 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 Community plan. Please consult the attached By-Laws and resolutions for approvals currently in place.

Kind Regards,

Strata Data

For and on behalf of Community Corporation 11687 Inc.

E: reception@stratadata.com.au

P: 08 8372 2777

- (g) Amount held in external account : \$72,522.00
- (h) Liabilities (excluding those above as described in 1.2 herein)
Refer to minutes of meetings

Water Payment Method: Individual Owners pay

PART 2 : INSURANCE

Insurer : CHU

Type of Cover	Sum Insured	Policy Number	Expiry Date
Public Liability	\$20,000,000.00	HU0006105764	01/05/2026
Building	\$56,511,929.00	HU0006105764	01/05/2026
Voluntary workers	\$200,000.00	HU0006105764	01/05/2026
Fidelity Guarantee	\$665,000.00	HU0006105764	01/05/2026
Lot Owners fixtures and improvements	\$250,000.00	HU0006105764	01/05/2026
Catastrophe Cover	\$16,953,578.00	HU0006105764	01/05/2026
Common contents	\$565,119.00	HU0006105764	01/05/2026
Government Audit Costs	\$25,000.00	HU0006105764	01/05/2026
Office Bearers	\$5,000,000.00	HU0006105764	01/05/2026

Notes

PART 3 : DOCUMENTS SUPPLIED

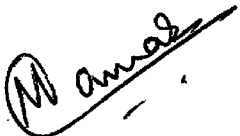
- (a) Minutes of General & Committee Meetings of the Corporation for the last two years
- (b) Details of any special or unanimous resolutions affecting the unit or common property passed in the last five (5) years (excluding those contained in (a) above)
- (c) Statement of Accounts of the Corporation last prepared
- (d) All current policies of insurance taken out by the Corporation
- (e) The Corporation Bylaws

PART 4 : DOCUMENT INSPECTION

The Corporation's records are available for inspection at STRATA DATA, 647 PORTRUSH ROAD GLEN OSMOND SA 5064 on any working day between 10:00am and 4:00pm. Phone 8372 2777 to make an appointment.

Statement Dated 20/10/2025

Signed for and on behalf of Community Corporation 11687 Inc.



Mark Amar

BODY CORPORATE MANAGER

Please Note : Conveyancer's attention is drawn to the following :

The Community Titles Act requires that :

- 1.1 A lot owner immediately notify the Body Corporate of change of ownership of a unit so that s135 "(1) A community corporation must maintain a register of the names of the owners of the community lots which shows the last address known to the corporation of each owner. (2) A corporation must keep a record of the information used to compile the register for the period required by the regulations." Can be complied with.
- 1.2 s114(7) "Payment of a contribution, installment or interest in enforceable jointly and severally against the owner or owners of the lot and the subsequent owner or owners of the lot.
(8) A contribution, installment or interest may be recovered as a debt."
(12) An amount paid by a person under this section is not recoverable by the person from the corporation when he or she ceases to be the owner of the lot.
- 1.3 This statement is issued on the basis that any payment by the unit holder by cheque or other instrument will be honored at the first presentation. i.e. : if the cheque bounces, the owners financial details in 1.2/1.3 will be wrong.

The information provided in this certificate confirms any levies raised on our system at the time of issue. Please check with Strata Data to see if any recent meetings have taken place and/or special levies have been agreed to but not yet raised/generated on our system.

STRATA DATA

ABN 20 080 960 112

647 PORTRUSH ROAD
GLEN OSMOND SA 5064
Phone: 8372 2777
Email: reception@stratadata.com.au

**PLEASE COMPLETE AND RETURN VIA EMAIL WHEN SETTLEMENT IS FINALISED
ANY OUTSTANDING ACCOUNTS MUST BE FINALISED AT SETTLEMENT**

UNIT OWNER UPDATE
(to be filled in only for new owners)

Community Corporation 11687 Inc.
131/255 HINDLEY ST ADELAIDE

SETTLEMENT DATE _____ / _____ / 20 _____

UNIT OWNERS NAME _____

UNIT OWNERS ADDRESS _____

DATE & PLACE OF BIRTH _____ (COMPANY TITLES ONLY)

CONTACT DETAILS

HOME	_____	WORK	_____
MOBILE	_____	EMAIL	_____

CORRESPONDENCE TO OWNER / AGENT _____ ACCOUNTS TO OWNER / AGENT (please circle) _____

Will this unit be rented Yes / No , if Yes then please complete the details below

RENTAL MANAGER/AGENTS _____

(if applicable) _____

ADDRESS _____

CONTACT PERSON _____

CONTACT DETAILS

HOME	_____	WORK	_____
MOBILE	_____	EMAIL	_____

TENANT NAMES _____

CONTACT DETAILS

HOME	_____	WORK	_____
MOBILE	_____	EMAIL	_____

CONVEYANCER ACTING ON BEHALF OF VENDOR _____

CONVEYANCER ACTING ON BEHALF OF PURCHASER _____

Should the need arise for us to make contact with the new owner, it is important for us to have a complete set of accurate and up to date contact details. Please ensure that we are provided with the new owners contact details including a contact phone number, on the form provided.

Thank you for your assistance in keeping our records up-to-date.

Minutes of the Annual General Meeting

Corporation *STRATA CORPORATION 11687 INC.*
Address *255 HINDLEY STREET ADELAIDE*
Meeting Date **20th of March, 2024 commencing at 3:00 PM**
Location **647 Portrush Road Glen Osmond, South Australia 5064**

Present in Person

Unit: 6 Mr James & Mrs Eilleen Lush
Unit: 39 Mr James & Mrs Eilleen Lush
Unit: 40 Ms May Gin-Mei Shackleton
Unit: 54 Yin Marst Pty Ltd Atf Yin Marst Family Trust
Unit: 57 Mr Trien & Mrs Trang Phan
Unit: 73 Saville Hotel Group Pty Ltd
Unit: 74 Hotel Property Investments Atf Avc Operations Pty
Unit: 75 Saville Hotel Group Pty Ltd
Unit: 76 Mr James & Mrs Eilleen Lush
Unit: 78 Vanessa Jin Kwok
Unit: 88 Mr Giuseppe Evangelista
Unit: 90 Mr S.A. Developers Pty Ltd
Unit: 94 Mr James & Mrs Eilleen Lush
Unit: 116 Ms Carolyn Patricia Wastell
Unit: 127 Mr A.M.N.A. Scoleri Family Trust
Unit: 138 Ms Isabella Sobolweski
Unit: 139 Mr James & Mrs Eilleen Lush

Apologies

Nil

Present by Proxy

Unit: 2 Savic Holdings Pty Ltd by Proxy to Strata Data
Unit: 3 Dalida & 4 J's Pty Ltd ATF G&D Family Trust by Proxy to Strata Data
Unit: 5 Sze Yuen Kwok by Proxy to Strata Data
Unit: 9 Mr & Mrs Salvatore & Rose Falanga by Proxy to Strata Data
Unit: 10 Dalida & 4 J's Pty Ltd ATF G&D Family Trust by Proxy to Strata Data
Unit: 13 Thi Phu Luu by Proxy to Bianca Luu
Unit: 15 Adanna Jean by Proxy to Strata Data
Unit: 16 Dalida & 4 J's Pty Ltd ATF G&D Family Trust by Proxy to Strata Data
Unit: 19 Mr Piero Caltabiano by Proxy to Mr Joe Evangelista
Unit: 21 Mr Nigel Fort by Proxy to Strata Data
Unit: 22 Dalida & 4 J's Pty Ltd ATF G&D Family Trust by Proxy to Strata Data
Unit: 24 Mr & Mrs Riccardo & Melanie Caltabiano by Proxy to Mr Joe Evangelista
Unit: 25 Mr & Mrs D M H & E M Chan by Proxy to Strata Data
Unit: 31 Mr Christopher John Hastie by Proxy to Strata Data
Unit: 32 Mr Manuele Caltabiano by Proxy to Mr Joe Evangelista
Unit: 33 Karlis Atrens by Proxy to Strata Data
Unit: 35 Maddalena Coluccio by Proxy to Strata Data
Unit: 37 Dalida & 4 J's Pty Ltd ATF G&D Family Trust by Proxy to Strata Data
Unit: 43 G & D Investment Trust by Proxy to Strata Data
Unit: 44 Gaby Gerges Chahoud, Dalida Chahoud by Proxy to Strata Data
Unit: 46 Gaby and Four J's Pty Ltd by Proxy to Strata Data
Unit: 47 Savic Holdings P/L Atf Savic Family Trust by Proxy to Strata Data
Unit: 49 Dalida & 4 J's Pty Ltd ATF G&D Family Trust by Proxy to Strata Data

- Unit: 51 Mr Geoff Weller by Proxy to Strata Data
- Unit: 55 Thanh & Aileen Chung & Yeo by Proxy to Strata Data
- Unit: 59 Gaby & Four J's ATF Gaby & Dalida Family Trust by Proxy to Strata Data
- Unit: 60 Mr & Mrs D M H & E M Chan by Proxy to Strata Data
- Unit: 66 Mr & Mrs Mark Christopher & Fiona McIntosh Syrus by Proxy to Strata Data
- Unit: 69 Christopher Hastie by Proxy to Strata Data
- Unit: 70 Symon Yoke Seng Wong, Carol Ly Ken Wong by Proxy to Bianca Luu
- Unit: 71 Mr G R J Williams by Proxy to Strata Data
- Unit: 80 Dr & Dr A J C & N B S Lian-Lloyd by Proxy to Strata Data
- Unit: 83 Dalida & 4 J's Pty Ltd ATF G&D Family Trust by Proxy to Strata Data
- Unit: 92 Mr Stoz Super Fund by Proxy to Strata Data
- Unit: 93 Dalida & 4 J's Pty Ltd ATF G&D Family Trust by Proxy to Strata Data
- Unit: 102 G & D Investment Trust by Proxy to Strata Data
- Unit: 106 Kankanamge Charitha Perera by Proxy to Mr Giuseppe Evangelista
- Unit: 107 Gaby & Four J's ATF Gaby & Dalida Family Trust by Proxy to Strata Data
- Unit: 111 Savic Holdings Pty Ltd by Proxy to Strata Data
- Unit: 113 Mr Lloyd Weaver by Proxy to Strata Data
- Unit: 115 Dalida & 4 J's Pty Ltd ATF G&D Family Trust by Proxy to Strata Data
- Unit: 119 Mr & Mrs Steven John & Janice Macdonald by proxy to Strata Data
- Unit: 125 Jari Olavi Holopainen by Proxy to Strata Data
- Unit: 128 Mr Christopher John Hastie by Proxy to Strata Data
- Unit: 129 Mr & Mrs John & Katerina Irene Ganzis by Proxy to Strata Data
- Unit: 131 Mr Stuart Glenn by Proxy to Strata Data
- Unit: 136 Savic Holdings Pty Ltd by Proxy to Strata Data
- Unit: 137 Mr Anthony Davies by proxy to Strata Data
- Unit: 140 Gaby & Four J's Pty ATF Gaby & Dalida Family Trust by Proxy to Strata Data
- Unit: 142 Savic Holdings Pty Ltd by Proxy to Strata Data
- Unit: 147 Dalida & 4 J's Pty Ltd ATF G&D Family Trust by Proxy to Strata Data

In attendance

Ashleigh Teigesser representing Strata Data
Mark Tonellato representing Strata Data
Janina Brenton representing Accor
Simon De Jong representing Accor
David Allen representing Accor (Strata Team Representative)
Peter Watson Lawyer
Bianca Luu representing unit 13

Quorum

The Body Corporate Manager declared that a quorum was not in attendance and the meeting was adjourned at 3:30 pm. General discussion took place until 4:11 pm.

Minutes of the Adjourned Annual General Meeting

Corporation *STRATA CORPORATION 11687 INC.*
Address *255 HINDLEY STREET ADELAIDE*
Meeting Date **3rd of April, 2024 commencing at 10:00 AM**
Location **647 Portrush Road Glen Osmond, South Australia 5064**

Present in Person

Nil

Apologies

Unit: 6 Mr James & Mrs Eileen Lush by Proxy Mr Giuseppe Evangelista
Unit: 13 Thi Phu Luu by Proxy to Bianca Luu
Unit: 19 Mr Piero Caltabiano by Proxy to Mr Joe Evangelista
Unit: 24 Mr & Mrs Riccardo & Melanie Caltabiano by Proxy to Mr Joe Evangelista
Unit: 32 Mr Manuele Caltabiano by Proxy to Mr Joe Evangelista
Unit: 39 Mr James & Mrs Eileen Lush by Proxy Mr Giuseppe Evangelista
Unit: 45 Mr John & Mrs Krystyna Sgro by Proxy to Ms Carolyn Wastell
Unit: 70 Symon Yoke Seng Wong, Carol Ly Ken Wong by Proxy to Bianca Luu
Unit: 76 Mr James & Mrs Eileen Lush by Proxy Mr Giuseppe Evangelista
Unit: 90 Mr S.A. Developers Pty Ltd by Proxy Mr Giuseppe Evangelista
Unit: 94 Mr James & Mrs Eileen Lush by Proxy Mr Giuseppe Evangelista
Unit: 106 Kankanamge Charitha Perera by Proxy to Mr Giuseppe Evangelista
Unit: 127 Mr A.M.N.A. Scoleri Family Trust by Proxy Mr Giuseppe Evangelista
Unit: 139 Mr James & Mrs Eileen Lush by Proxy Mr Giuseppe Evangelista

Present by Proxy

Unit: 2 Savic Holdings Pty Ltd by Proxy to Strata Data
Unit: 3 Dalida & 4 J's Pty Ltd ATF G&D Family Trust by Proxy to Strata Data
Unit: 5 Sze Yuen Kwok by Proxy to Strata Data
Unit: 9 Mr & Mrs Salvatore & Rose Falanga by Proxy to Strata Data
Unit: 10 Dalida & 4 J's Pty Ltd ATF G&D Family Trust by Proxy to Strata Data
Unit: 11 Ms Janet Desma Kuys by Proxy to Strata Data
Unit: 14 A C Robertson Nominees Pty Ltd by Proxy to Strata Data
Unit: 15 Adanna Jean by Proxy to Strata Data
Unit: 16 Dalida & 4 J's Pty Ltd ATF G&D Family Trust by Proxy to Strata Data
Unit: 21 Mr Nigel Fort by Proxy to Strata Data
Unit: 22 Dalida & 4 J's Pty Ltd ATF G&D Family Trust by Proxy to Strata Data
Unit: 25 Mr & Mrs D M H & E M Chan by Proxy to Strata Data
Unit: 31 Mr Christopher John Hastie by Proxy to Strata Data
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Unit: 71 Mr G R J Williams by Proxy to Strata Data

- Unit: 80 Dr & Dr A J C & N B S Lian-Lloyd by Proxy to Strata Data
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- Unit: 131 Mr Stuart Glenn by Proxy to Strata Data
- Unit: 136 Savic Holdings Pty Ltd by Proxy to Strata Data
- Unit: 137 Mr Anthony Davies by proxy to Strata Data
- Unit: 139 Mr James & Mrs Eilleen Lush by Proxy to Strata Data
- Unit: 140 Gaby & Four J's Pty ATF Gaby & Dalida Family Trust by Proxy to Strata Data
- Unit: 142 Savic Holdings Pty Ltd by Proxy to Strata Data
- Unit: 147 Dalida & 4 J's Pty Ltd ATF G&D Family Trust by Proxy to Strata Data

In attendance

Ashleigh Teigesser representing Strata Data

Quorum

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 10:00 am.

Chairperson

It was resolved "that Ashleigh Teigesser of Strata Data assist the Presiding Officer by chairing the meeting". *Carried Unanimously*

Confirmation of Minutes

It was resolved "that the minutes of the previous General Meeting(s), held on 23rd of March 2023 be accepted as a true and correct record of that meeting." *Carried Unanimously*

Financial Report

It was resolved "that the statement of income and expenditure for the period Monday 12 December 2022 to Monday 11 December 2023 was reviewed, received and accepted as an accurate record of the corporation's current financial standing." *Carried Unanimously*

It was further resolved that Mr Paul Smith of the Strata Data Group be empowered to act as the Public Officer as defined under the Income Tax Assessment Act 1936 on behalf of the corporation.

Review of Sums Insured

General Advice Warning

Terandi Pty Ltd (ABN 20 080 960 112) acts as an Authorised Representative (AR Number: 1285659) of Honan Insurance Group (ABN 67 005 372 396, AFSL 246749). Any financial product advice that we give to you (including about a particular insurance policy) is factual and/or general advice only. This document does not take into account your objectives, needs or financial situation. You should consider whether our advice is appropriate for you and review any relevant PDS and policy wordings, Honan Important Notices and Terandi Pty Ltd's Financial Services Guide before you make any decision about an insurance product.

For a copy of the FSG, policy wordings and Honan important notices you can refer to our website:

<https://www.stratadata.com.au/insurance/product-disclosure-statements/>

Strata Data cannot provide advice as to the appropriate level of building insurance. It is suggested that the Corporation arrange for an insurance valuation of the common buildings and areas to avoid a claim not being fully met due to the building being underinsured. Owners must notify Strata Data immediately of any possible claims that may be made against the policy.

The Body Corporate declined to have an insurance valuation, but resolved to increase the building sum insured by 10%.

It was resolved "that the sums insured be:

Building Insurance	\$55,979,000.00
Common Area Contents Insurance	\$559,790.00
Public Liability Insurance	\$20,000,000.00
Office Bearers Liability	\$5,000,000.00
Catastrophe Insurance	30% of the building sum insured
Fidelity Guarantee	\$665,000.00
Machinery Breakdown	Not Selected
Excess	Refer to current Certificate of Currency
Renewal Date for these sums is	01/05/2024
Last Valuation Date	29/06/2022
Last Valuation Sum	\$50,890,000.00

Flood Cover

The policy currently includes flood cover.

Strata Data was appointed to place this insurance with CHU through Austbrokers on behalf of the Corporation." *Carried Unanimously*

Contents and Landlords Insurance

The corporation's insurance policy does not cover an owner's contents (such as carpets, curtains and light fittings) or legal liability within their unit. Owners must take out their own insurance to cover these risks.

If you are in a Strata or Community Strata property and require a contents or landlord insurance policy you can obtain a quote or take cover with CHU by visiting our website <https://www.stratadata.com.au/insurance/> or call the Strata Data insurance team on (08) 8372 2777 for guidance.

Use of Contractors

The Body Corporate has complete choice over which contractors they engage to perform maintenance to the common property. The options that the Body Corporate have include:

Preferred Contractors

A Preferred Contractor is a contractor that has been proven to carry up to date & relevant insurance policies, business registration & licensing and their track record of work with Strata Data has shown that they operate at a high level of quality and competence.

Non-Preferred Contractors (Approved)

A Non-Preferred (Approved) contractor is one that has passed the vetting process relating to Licencing, Insurance and up to date business registrations. Whilst these contractors may carry the correct credentials that legally allow them to conduct business, their quality of work is unknown to Strata Data.

Non Approved Contractors

A Non Approved Contractor is one that is unable to provide appropriate licences and/or insurances. Should the Body Corporate choose to engage these contractors there are many risks involved. Strata Data does not become involved in any aspect of dealing with these contractors, however, upon written instruction from an Office Bearer, Strata Data will make payment of an invoice.

Maintenance Activities 2023 - 2024

The Body Corporate Manager highlighted the large Maintenance Expenditure for the period of 2023 – 2024. It was noted that the following works were undertaken;

- External Painting Program Continued
- Front Lift Upgrade Commenced
- Solar Panel Installation work order issued

Ongoing Maintenance Requirements

It was noted that the Management Committee continues to be empowered to approve general maintenance and emergency maintenance throughout the year.

Level of Maintenance Fund Contributions

- a) Administration Fund – Recurrent Expenditure

Strata Data advised that owners must make provision for day-to-day, re-current expenses through an Administration Fund and presented an estimate of budget requirements for the coming year.

- b) Sinking Fund – Non-Recurrent Expenditure

Strata Data advised that owners must make provision for long term, non-recurrent maintenance expenditure through a sinking fund and presented an estimate of budget requirements for the coming year.

The Body Corporate Manager tabled a budget with a total annual contribution of \$997,437.00.

After discussion it was resolved “that the Annual Contributions be as follows:

Administration Fund	\$897,437.00
Sinking Fund	\$100,000.00
Total Contribution	\$997,437.00

This contribution is payable quarterly and divided by entitlement on 1 July 2024

Any major works unable to be paid from accumulated funds or any fund shortages are to be paid by way of a special levy.” *Carried Unanimously*

All owners are reminded that levies are due 1st January, 1st April, 1st July & 1st October.

Committee Report

Carolyn Wastell on behalf of the committee provided an update on the building management. The committees report has been attached to the minutes for owners to reference.

Election of Officers

It was resolved “that Carolyn Wastell be appointed to the positions of Presiding Officer, Secretary and Treasurer for the forthcoming year. That the Presiding Officer be delegated authority to make decisions (that require ordinary resolutions only) on behalf of the Corporation, and be the main contact point between Strata Data and the corporation. That a Committee comprising of the following owners is appointed.” *Carried (1 Vote Against)*

Committee Members

Carolyn Wastell (Carolyn)
Giuseppe Evangelista (Joe)
A.M.N.A. Scoleri Family Trust (Angelo)

Meeting note: Ms Janina Brenton from Accor – Breakfree will be invited to Committee Meetings and will have no voting rights.

General Business

Honorarium - Mr Joe Evangelista

"That Mr Joe Evangelista be paid an annual honorarium of \$7,500.00 for attending to general maintenance onsite where possible, meeting contractors on site, liaising with the Accor Maintenance Manger as required and being the main point of contact for Strata Data for Maintenance Requests."
Carried (4 Votes Against)

Honorarium - Ms Carolyn Wastell

"That Ms Carolyn Wastell be paid an annual honorarium of \$2,500.00 for the considerable time spent in executing the duties of the office bearers." *Carried (4 Votes Against)*

Embedded Network – Electricity

To allow fair distribution of costs and reduce the cost of electricity within the Corporations budget, a proposal to convert the electricity supply to an embedded network is enclosed. When converting to an embedded network, individual meters are installed to each unit and electricity is then billed to each lot based on their usage, creating a true user pay experience.

Motion:

It was resolved "That the proposal from Energy Locals, to install separate electricity meters and convert the electricity supply to an embedded network, be accepted. That the Presiding Officer be empowered to sign all contract documentation relating to the embedded network. In the event of the Body Corporate being required to contribute any funds due to unforeseen variations, the Management Committee have the authority to consider and approve such costs." *Carried Unanimously*

Adoption of Community Titles Act

It was resolved "That, pursuant to Schedule – Transitional Provisions of the Community Titles Act 1996, The Strata Corporation resolve to adopt and operate under the Community Titles Act 1996."
Carried Unanimously

Related costs for recovery of outstanding money – Unanimous Resolution

It was resolved "That the Body Corporate seek to recover overdue levies which remain unpaid after a period of four weeks from the due date, having first notified the owner of proposed action. Related costs associated with the recovery of outstanding money shall be levied as a debt against the unit."
Carried Unanimously

Approvals, Alterations & Additions

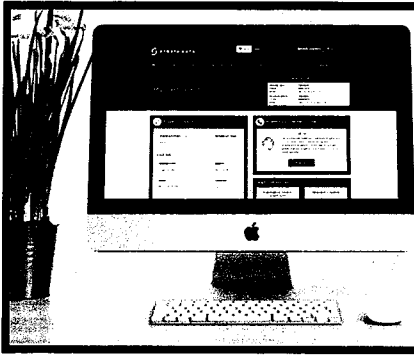
Strata Data advised that should an owner at any time other than an Annual General Meeting choose to apply to the corporation for an approval of any kind which is for the exclusive benefit of that owner the prescribed meeting fee will apply and shall be charged to that owner.

Next Annual General Meeting

The next Annual General Meeting will be held in February 2024. That a date would be confirmed by the Management Committee.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 11:00 am.



STRATA DATA PORTAL | ACCESS YOUR INFORMATION 24/7

For access to your Corporations information 24/7 visit the Client Portal where you can:

- Download meeting minutes;
- Access financial statements and live account balances;
- Update your contact details;
- View insurance information, both past and present;
- And much more....

How can I access the Portal?

- If you have already registered for portal access, please visit portal.stratadata.com.au.
- If you have not received an invite, please email portal@stratadata.com.au to request an invitation.

Minutes of the Annual General Meeting

Corporation *Community Corporation 11687 Inc.*
Address *255 HINDLEY STREET, ADELAIDE*
Meeting Date **3rd of March, 2025 commencing at 3:00 PM**
Location **647 Portrush Road Glen Osmond, South Australia 5064**

Present in Person

Lot: 6 Eilleen Lush
Lot: 13 Thi Phu Luu
Lot: 15 Adanna Jean
Lot: 31 Mr Christopher John Hastie
Lot: 39 Eilleen Lush
Lot: 45 Mr & Mrs John & Krystyna Sgro
Lot: 69 Christopher Hastie
Lot: 70 Symon Yoke Seng Wong
Lot: 76 Eilleen Lush
Lot: 88 Mr Giuseppe Evangelista
Lot: 94 Eilleen Lush
Lot: 139 Eilleen Lush
Lot: 116 Ms Carolyn Patricia Wastell
Lot: 127 Angelo Scoleri - Mr A.M.N.A. Scoleri Family Trust
Lot: 128 Mr Christopher John Hastie
Lot: 137 Mr Anthony Davies
Lot: 138 Ms Isabella Sobolweski

Apologies

Nil

Present by Proxy

Lot: 5 Sze Yuen Kwok by proxy to Strata Data
Lot: 9 Mr & Mrs Salvatore & Rose Falanga by proxy to Strata Data
Lot: 11 Ms Janet Desma Kuys by proxy to Strata Data
Lot: 14 A C Robertson Nominees Pty Ltd by proxy to Strata Data
Lot: 19 Mr Piero Caltabiano by proxy to Lot: 88 Mr Giuseppe Evangelista
Lot: 21 Mr Nigel Fort by proxy to Strata Data
Lot: 24 Mr & Mrs Riccardo & Melanie Caltabiano by proxy to Lot: 88 Mr Giuseppe Evangelista
Lot: 32 Mr Manuele Caltabiano by proxy to Lot: 88 Mr Giuseppe Evangelista
Lot: 33 Karlis Atrens by proxy to Strata Data
Lot: 34 Marie Visvalingham by proxy to Strata Data
Lot: 35 Maddalena Coluccio by proxy to Strata Data
Lot: 40 Ms May Gin-Mei Shackleton by proxy to Lot: 116 Ms Carolyn Patricia Wastell
Lot: 42 Mr Ian Mcgrory by proxy to Strata Data
Lot: 48 Mr & Mrs Risorto & Maxine Cavaggion by proxy to Strata Data
Lot: 51 Mr Geoff Weller by proxy to Strata Data
Lot: 66 Mr & Mrs Mark Christopher & Fiona Mcintosh Syrus by proxy to Strata Data
Lot: 71 Mr G R J Williams by proxy to Strata Data
Lot: 73 Saville Hotel Group Pty Ltd by proxy to Simon De Jong
Lot: 75 Saville Hotel Group Pty Ltd by proxy to Simon De Jong
Lot: 80 Dr & Dr A J C & N B S Lian-Lloyd by proxy to Strata Data
Lot: 123 Mr Hillol Das by proxy to Strata Data
Lot: 129 Mr & Mrs John & Katerina Irene Ganzis by proxy to Strata Data

Lot: 141 Mr Anup Prasad by proxy to Strata Data

Lot: 143 Mr Maxwell Edgar Hentschke, Mrs Christine Jean Hentschke by proxy to Strata Data

In attendance

Mark Amar and Mark Tonellato representing Strata Data

Lot: 73 & 75 Saville Hotel Group Pty Ltd represented by Simon De Jong

David Allen, Rachel Kolmajer & Ben Caughley from Saville Hotel Group Pty Ltd

Peter Watson accompanying the Presiding Officer Ms Carolyn Patricia Wastell

Quorum

The Body Corporate Manager advised that the Corporation had currently 5 un-financial lots with the payments due not having been paid. Section 84(14) of the Community Titles Act advised that a vote cannot be exercised in relation to a lot unless all amounts payable to the corporation in respect of that lot have been paid and section 83(4) determines that only financial lots are to be regarded in the establishment of a quorum.

The Body Corporate Manager declared that a quorum was not in attendance and the meeting was adjourned at 4:00 pm. General discussion took place until 4:45 pm.

Minutes of the Adjourned Annual General Meeting

Corporation *Community Corporation 11687 Inc.*
Address *255 HINDLEY STREET, ADELAIDE*
Meeting Date **13th of March, 2025 commencing at 1:00 pm**
Location **647 Portrush Road Glen Osmond, South Australia 5064**

Present in Person

Nil

Apologies

Nil

Present by Proxy

Lot: 5 Sze Yuen Kwok by proxy to Strata Data
Lot: 6 Eilleen Lush by proxy to Strata Data
Lot: 9 Mr & Mrs Salvatore & Rose Falanga by proxy to Strata Data
Lot: 11 Ms Janet Desma Kuys by proxy to Strata Data
Lot: 14 A C Robertson Nominees Pty Ltd by proxy to Strata Data
Lot: 19 Mr Piero Caltabiano by proxy to Lot: 88 Mr Giuseppe Evangelista
Lot: 21 Mr Nigel Fort by proxy to Strata Data
Lot: 24 Mr & Mrs Riccardo & Melanie Caltabiano by proxy to Lot: 88 Mr Giuseppe Evangelista
Lot: 32 Mr Manuele Caltabiano by proxy to Lot: 88 Mr Giuseppe Evangelista
Lot: 33 Karlis Atrens by proxy to Strata Data
Lot: 34 Marie Visvalingham by proxy to Strata Data
Lot: 35 Maddalena Coluccio by proxy to Strata Data
Lot: 39 Eilleen Lush by proxy to Strata Data
Lot: 40 Ms May Gin-Mei Shackleton by proxy to Lot: 116 Ms Carolyn Patricia Wastell
Lot: 42 Mr Ian Mcgrory by proxy to Strata Data
Lot: 45 Mr & Mrs John & Krystyna Sgro by proxy to Lot: 116 Ms Carolyn Patricia Wastell
Lot: 48 Mr & Mrs Risorto & Maxine Cavaggion by proxy to Strata Data
Lot: 51 Mr Geoff Weller by proxy to Strata Data
Lot: 66 Mr & Mrs Mark Christopher & Fiona Mcintosh Syrus by proxy to Strata Data
Lot: 71 Mr G R J Williams by proxy to Strata Data
Lot: 73 Saville Hotel Group Pty Ltd by proxy to Simon De Jong
Lot: 75 Saville Hotel Group Pty Ltd by proxy to Simon De Jong
Lot: 76 Eilleen Lush by proxy to Strata Data
Lot: 80 Dr & Dr A J C & N B S Lian-Lloyd by proxy to Strata Data
Lot: 90 Mr S.A. Developers Pty Ltd to Lot: 88 Mr Giuseppe Evangelista
Lot: 92 Mr Stoz Super Fund by proxy to Strata Data
Lot: 94 Eilleen Lush by proxy to Strata Data
Lot: 119 Mr & Mrs Steven John & Janice Macdonald by proxy to Strata Data
Lot: 123 Mr Hillol Das by proxy to Strata Data
Lot: 125 Jari Olavi Holopainen by proxy to Strata Data
Lot: 127 Angelo Scoleri -Mr A.M.N.A. Scoleri Family Trust by proxy to Lot: 88 Mr Giuseppe Evangelista
Lot: 129 Mr & Mrs John & Katerina Irene Ganzis by proxy to Strata Data
Lot: 138 Ms Isabella Sobolweski by proxy to Strata Data
Lot: 141 Mr Anup Prasad by proxy to Strata Data
Lot: 143 Mr Maxwell Edgar Hentschke, Mrs Christine Jean Hentschke by proxy to Strata Data
Lot: 139 Eilleen Lush by proxy to Strata Data

In attendance

Mark Amar representing Strata Data

Quorum

The Body Corporate Manager advised that the Corporation had currently no un-financial lots with the payments due not having been paid. Section 84(14) of the Community Titles Act advised that a vote cannot be exercised in relation to a lot unless all amounts payable to the corporation in respect of that lot have been paid and section 83(4) determines that only financial lots are to be regarded in the establishment of a quorum.

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 1:30 pm.

Chairperson

It was resolved "that Mark Amar of Strata Data assist the Presiding Officer by chairing the meeting." *Carried Unanimously*

At the discussions on 3rd March 2025, it was noted that the corporation has been converted into a Community Title and would be operated under the Community Title Act 1996.

Confirmation of Minutes

It was resolved "that the minutes of the previous General Meeting(s), held on 20th March 2024 be accepted as a true and correct record of that meeting." *Carried Unanimously*

Financial Report

It was resolved "that the statement of income and expenditure for the period Tuesday 12 December 2023 to Wednesday 11 December 2024 was reviewed, received and accepted as an accurate record of the corporation's current financial standing." *Carried Unanimously*

Review of Sums Insured

General Advice Warning

Terandi Pty Ltd (ABN 20 080 960 112) acts as an Authorised Representative (AR Number: 1285659) of Honan Insurance Group (ABN 67 005 372 396, AFSL 246749). Any financial product advice that we give to you (including about a particular insurance policy) is factual and/or general advice only. This document does not take into account your objectives, needs or financial situation. You should consider whether our advice is appropriate for you and review any relevant PDS and policy wordings, Honan Important Notices and Terandi Pty Ltd's Financial Services Guide before you make any decision about an insurance product.

For a copy of the FSG, policy wordings and Honan important notices you can refer to our website:

<https://www.stratadata.com.au/insurance/product-disclosure-statements/>

Strata Data cannot provide advice as to the appropriate level of insurance. It is suggested that the Corporation arrange for an insurance valuation of the common areas to avoid a claim not being fully met due to the Corporation being underinsured. Owners must notify Strata Data immediately of any possible claims that may be made against the policy.

It was noted that the management committee has initiated an insurance valuation for the building and instructed Strata Data to endorse the insurance policy at the valued amount or the existing level of sum insured, whichever is greater.

It was resolved "that the sums insured be:

Building Insurance	As per valuation
Common Area Contents Insurance	1% of the sum insured
Public Liability Insurance	\$20,000,000.00
Office Bearers Liability	\$5,000,000.00
Catastrophe Insurance	30% of the building sum insured
Fidelity Guarantee	\$665,000.00
Machinery Breakdown	Not Selected
Excess	\$5,000.00
Renewal Date for these sums is	01/05/2025
Last Valuation Date	29/06/2022
Last Valuation Sum	\$50,890,000.00

Flood Cover

The policy currently includes flood cover.

Excess may be subject to change at next renewal.

Strata Data was instructed to place this insurance with CHU through Austbrokers on behalf of the Corporation. Strata Data is to contact the Management Committee to seek information if required through Austbrokers.

Contents and Landlords Insurance

The corporation's insurance policy does not cover an owner's contents (such as carpets, curtains and light fittings) or legal liability within their unit. Owners must take out their own insurance to cover these risks.

If you are in a Strata or Community Strata property and require a contents or landlord insurance policy you can obtain a quote or take cover with CHU by visiting our website <https://www.stratadata.com.au/insurance/> or call the Strata Data insurance team on (08) 8372 2777 for guidance.

Report from Presiding Officer

The presiding officer Ms Carolyn Patricia Wastell advised detailed information at the meeting about the tasks undertaken by the management committee through the year. Ms Carolyn Patricia Wastell advised that she is coordinating to draft the By-Laws of the corporation in coordination with lawyers. It was noted that the By-Laws will need to be presented in a duly convened meeting of the corporation to be adopted.

Report Relating to Maintenance Activities

Mr Giuseppe Evangelista who coordinates all maintenances for the building advised detailed information about the various process and activities of repairs and maintenance through the year. Mr Giuseppe Evangelista advised that the management committee emphasises on preventive maintenance and proactive maintenance for the corporation with due importance given to safety and quality.

Cleaning of Common Areas

The members present at the meeting were advised to send any feedback about the cleaning of the common areas to Strata Data via email and it will be addressed by the management committee in coordination with the contractor.

Pest Control

The members present at the meeting were advised to send any feedback about the pest control to Strata Data via email and it will be addressed by the management committee in coordination with the contractor.

Embedded Network

The meeting noted that the management committee has investigated the proposal by the embedded energy network providers however they were not satisfied and they're investigating further options to check whether embedded network is possible for the building.

Honorarium - Mr Joe Evangelista

It was resolved "That Mr Joe Evangelista be paid an annual honorarium of \$10,000.00 for attending to and arranging of general maintenance onsite where possible and meeting contractors on site as required and being the main point of contact for Strata Data for Maintenance Requests." **Motion Carried**

Christopher Hastie abstained from voting.

Honorarium - Ms Carolyn Wastell

It was resolved "That Ms Carolyn Wastell be paid an annual honorarium of \$5,000.00 for the considerable time spent in executing the duties of the office bearer." **Motion Carried**

Christopher Hastie abstained from voting.

Election of Officers and Committee

It was resolved "that Carolyn Wastell be appointed to the positions of Presiding Officer & Secretary and Mr Giuseppe Evangelista as Treasurer for the forthcoming year. That a committee comprising of the following owners is appointed." *Carried Unanimously*

Committee Members

Carolyn Wastell

Giuseppe Evangelista

Angelo Scoleri - A.M.N.A. Scoleri Family Trust)

Note: That the Management Committee is the main contact point between Strata Data and the corporation.

Level of Maintenance Fund Contributions

Strata Data advised that owners must make provision for long term, non-recurrent maintenance expenditure through a sinking fund and presented an estimate of budget requirements for the coming year .

The Body Corporate Manager tabled a budget with a total annual contribution of \$997,440.00. This Budget was approved:

After discussion it was resolved "that the Annual Contributions be as follows:

Administration Fund	\$822,440.00 (incl GST)
Sinking Fund	\$175,000.00 (incl GST)
Total Contribution	\$997,440.00

This contribution is payable quarterly and divided by entitlement on 1st July 2025.

Any major works unable to be paid from accumulated funds or any fund shortages are to be paid by way of a special levy." *Carried Unanimously*

All owners are reminded that levies are due 1st January, 1st April, 1st July & 1st October.

Other Relevant Business

Participation in Meetings & Proxies (general discussions)

The members present during the discussions on 3rd of March 2025 discussed that all owners are encouraged to participate in general meetings and also owners can forward any suggestions regarding the corporation or any queries regarding the corporation to Strata Data and Strata Data will coordinate with the management committee to respond. That owners who provide proxies are also encouraged to provide specific instructions for items on the agenda and that can be provided via email or proxy form. It was also noted that there should be more supporting information along with the agenda of the general meetings of the corporation in future.

Next Annual General Meeting

The next Annual General Meeting will be held on Monday 2nd March 2026 at 3:00 pm at Strata Data, 647 Portrush Road, Glen Osmond SA 5064.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 2:00 pm.

Notes for General Information

Approvals, Alterations & Additions

Strata Data advised that should an owner at any time other than an Annual General Meeting choose to apply to the corporation for an approval of any kind which is for the exclusive benefit of that owner the prescribed meeting fee will apply and shall be charged to that owner

Use of Contractors

The Body Corporate has complete choice over which contractors they engage to perform maintenance to the common property. The options that the Body Corporate have include:

Preferred Contractors

A Preferred Contractor is a contractor that has been proven to carry up to date & relevant insurance policies, business registration & licensing and their track record of work with Strata Data has shown that they operate at a high level of quality and competence.

Non-Preferred Contractors (Approved)

A Non-Preferred (Approved) contractor is one that has passed the vetting process relating to Licencing, Insurance and up to date business registrations. Whilst these contractors may carry the correct credentials that legally allow them to conduct business, their quality of work is unknown to Strata Data.

Non Approved Contractors

A Non Approved Contractor is one that is unable to provide appropriate licences and/or insurances. Should the Body Corporate choose to engage these contractors there are many risks involved. Strata Data does not become involved in any aspect of dealing with these contractors, however, upon written instruction from an Office Bearer, Strata Data will make payment of an invoice.


Works Fee

The repair and maintenance of the common property is one of the most important functions of the Body Corporate. As Managers we take this aspect very seriously and take great pride in working with owners and committees to achieve their goals of not only having safe common spaces, but also creating a place that people love and that maximises the value of the property.

The Works fee covers our cost of arranging a quotation (where the works are significant), issuing the work order, paying the invoice and assisting if there is an issue with the completed works.

The Works Fee, is a flat fee of \$50 on invoices above \$1,000 or a reduced fee of 5% on invoices below \$1,000 (e.g. \$150 invoice is \$7.50 fee).

Strata Data aims to have maintenance works completed quickly and within reasonable costs. When owners/agents send maintenance requests to Strata Data, we ask that wherever possible photos, location, and a description of the works be provided. Maintenance requests will be assessed by Strata Data and the Management Committee and if they relate to the corporation they will be attended to by the Corporation and if the maintenance is related to the Lot's property, the respective owner will be advised to have it attended .



STRATA DATA PORTAL | ACCESS YOUR INFORMATION 24/7

For access to your Corporations information 24/7 visit the Client Portal where you can:

- Download meeting minutes;
- Access financial statements and live account balances;
- Update your contact details;
- View insurance information, both past and present;
- And much more....

How can I access the Portal?

- If you have already registered for portal access, please visit portal.stratadata.com.au.
- If you have not received an invite, please email portals@stratadata.com.au to request an invitation.

Minutes of the Committee Meeting

Corporation *STRATA CORPORATION 11687 INC.*
Address *255 HINDLEY STREET, ADELAIDE*
Meeting Date **11th of Decepber, 2024 commencing at 1:00 PM**
Location **255 Hindley Street, Adelaide South Australia 5000**

Present in Person

Unit: 116 Ms Carolyn Patricia Wastell
Unit: 127 Mr Angelo Scoleri
Unit: 88 Mr Giuseppe Evangelista

Apologies

Nil

Present by Proxy

Nil

In attendance

Ashleigh Teigesser representing Strata Data

Quorum

The Chairperson declared that a quorum was in attendance and the meeting was opened at 1:00 pm.

Chairperson

It was resolved "that Ashleigh Teigesser of Strata Data assist the Presiding Officer by chairing the meeting". *Carried Unanimously*

Generate Energy Solar Proposal

It was resolved "that the proposal submitted by Generate Energy for a total of \$112,385.00 be accepted by the committee. That Strata Data issue a work order to proceed with this." *Carried Unanimously*

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 1:30 pm.

Minutes of the Committee Meeting

Corporation *STRATA CORPORATION 11687 INC.*
Address *255 HINDLEY STREET, ADELAIDE*
Meeting Date **9th of January, 2024 commencing at 12:30 PM**
Location **128 Rundle Mall Adelaide, South Australia 5000**

Present in Person

Unit: 116 Ms Carolyn Patricia Wastell
Unit: 127 Mr Angelo Scoleri
Unit: 88 Mr Giuseppe Evangelista

Apologies

Nil

Present by Proxy

Nil

In attendance

Ashleigh Teigesser representing Strata Data

Quorum

The Chairperson declared that a quorum was in attendance and the meeting was opened at 12:30 pm.

Chairperson

It was resolved "that Ashleigh Teigesser of Strata Data assist the Presiding Officer by chairing the meeting". *Carried Unanimously*

Minutes of the previous meeting

It was resolved "that the minutes of the previous General Meeting(s), held on 13 September 2023 and 11 December 2024 be accepted as a true and correct record of that meeting." *Carried Unanimously*

Financial Statements

It was resolved "that the statement of income and expenditure for the period Tuesday 01 November 2022 to Tuesday 31 October 2023 was reviewed, received and accepted as an accurate record of the corporation's current financial standing." *Carried Unanimously*

It was further resolved that Mr Paul Smith of the Strata Data Group be empowered to act as the Public Officer as defined under the Income Tax Assessment Act 1936 on behalf of the corporation.

Appointment of Body Corporate Manager

It was resolved "That Strata Data be re-appointed as body corporate manager at the fee specified in the budget. That the Presiding Officer be authorised to sign the agreement on behalf of the Body Corporate. As it is mandatory under the Act to have a signed agreement, if the agreement has not been returned to Strata Data within 14 days, that the Body Corporate Manager sign the agreement on behalf of the Body Corporate. At the completion of the term, the appointment continues (with a 28 day notice period), unless decided otherwise at a general meeting of the Corporation." *Carried Unanimously*

The agreed management fee for the coming year is \$29,160.00 including GST.

Election of Committee and Office Bearers

It was resolved "that Ms Carolyn Patricia Wastell would be willing to stand as Presiding Officer and Secretary, Mr Angelo Scoleri as Treasurer. That Mr Giuseppe Evangelista would be willing to remain a member of the committee for the forthcoming year." *Carried Unanimously*

Insurance Renewal

The Body Corporate declined to have an insurance valuation, but resolved to increase the building sum insured by 10%.

It was resolved "that the sums insured be:

Building Insurance	\$55,979,000.00
Common Area Contents Insurance	\$559,790.00
Public Liability Insurance	\$20,000,000.00
Office Bearers Liability	\$ 5,000,000.00
Catastrophe Insurance	\$16,793,700.00
Fidelity Guarantee	\$ 665,000.00
Machinery Breakdown	Not Selected
Excess	Refer to current Certificate of Currency
Renewal Date for these sums is	01/05/2024
Last Valuation Date	29/06/2022
Last Valuation Sum	\$ 50,890,000.00

Flood Cover

The policy currently includes flood cover.

That Austbrokers would be appointed to renew the insurance with the sums stated above." *Carried Unanimously*

Embedded Network for Electricity

It was resolved "that the abovementioned item would be placed on the agenda for the Annual General Meeting. That Strata Data obtain an updated tender to table at this meeting." *Carried Unanimously*

Honorarium - Mr Joe Evangelista

That Mr Joe Evangelista be paid an annual honorarium of \$7,500.00 for attending to general maintenance onsite where possible, meeting contractors on site, liaising with the Accor Maintenance Manger as required and being the main point of contact for Strata Data for Maintenance Requests.

It was resolved "that the abovementioned item would be placed on the agenda for the Annual General Meeting." *Carried Unanimously*

Honorarium - Ms Carolyn Wastell

That Ms Carolyn Wastell be paid an annual honorarium of \$2,500.00 for the considerable time spent in executing the duties of the office bearers.

It was resolved "that the abovementioned item would be placed on the agenda for the Annual General Meeting." *Carried Unanimously*

Level of Maintenance Fund Contributions

The Body Corporate Manager tabled a budget with a total annual contribution of \$980,695.00. This Budget was not approved that further allowance was made for outgoings throughout the year.

After discussion it was resolved "that the Annual Contributions be as follows:

Administration Fund	\$897,437.00
Sinking Fund	\$100,000.00
Total Contribution	\$997,437.00

This contribution is payable quarterly and divided by entitlement on 1 April 2024

Any major works unable to be paid from accumulated funds or any fund shortages are to be paid by way of a special levy.

It was resolved that the committee accept the amended budget as shown above. That a copy of this be tabled at the upcoming Annual General Meeting for endorsement." *Carried Unanimously*

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 2:15 pm.

Minutes of the Committee Meeting

Corporation *STRATA CORPORATION 11687 INC.*
Address *255 HINDLEY STREET, ADELAIDE*
Meeting Date **10th of May, 2024 commencing at 1:00 PM**
Location **128 Rundle Mall Adelaide, South Australia 5000**

Present in Person

Unit: 116 Ms Carolyn Patricia Wastell
Unit: 127 Mr A.M.N.A. Scoleri Family Trust
Unit: 88 Mr Giuseppe Evangelista

Apologies

Nil

Present by Proxy

Nil

In attendance

Ashleigh Teigesser representing Strata Data

Quorum

The Chairperson declared that a quorum was in attendance and the meeting was opened at 1:00 pm.

Chairperson

It was resolved "that Ashleigh Teigesser of Strata Data assist the Presiding Officer by chairing the meeting". *Carried Unanimously*

Financial Update

The members present review the financial statement provided to date.

Security Building Access System

It was resolved "that Ms Carolyn Patricia Wastell would speak to Vintech about options to take over the building access / security system." *Carried Unanimously*

CCTV System

It was resolved "that the abovementioned item be deferred to the next Committee Meeting due to availability of funds." *Carried Unanimously*

Rear Lift Upgrade

It was resolved "that this item be deferred to next Quarter once the current projects have been finalised. That an Extraordinary General Meeting be called to agree how to move forward." *Carried Unanimously*

NBN

It was resolved "that Strata Data resend the NBN communication to Ms Carolyn Patricia Wastell to review and provide instruction on how to proceed." *Carried Unanimously*

Form 3 Fire Defects

It was resolved "that Strata Data obtain quotations for the defects in the form 3, that the quotation be sent to the committee for review." *Carried Unanimously*

Embedded Network Update

The Body Corporate Manager provided an updated to all members. It was noted that Energy Locals would be in contact with timelines for electrical works. That once this work was undertaken and final accounts were set up, the individual unit owner/tenant would receive electricity invoices directly.

Water Leak- Stormwater Waste Pipe

It was resolved "that Strata Data obtain an indicative quotation for this work. That once the quotation was in hand, it would be sent to the committee for review." *Carried Unanimously*

Water Leak – Reception

It was resolved "that Strata Data obtain an indicative quotation for this work. That once the quotation was in hand, it would be sent to the committee for review." *Carried Unanimously*

Water Softener Enclosure

It was resolved "that Strata Data obtain an updated quotation for the water softener enclosure on the north east side of the building. That once the quotation is in hand it would be sent to the committee for review. That this work would not take place until after 1 July 2024." *Carried Unanimously*

Irrigation System & Potted Plants

It was resolved "that the abovementioned item be deferred to the next Committee Meeting due to availability of funds." *Carried Unanimously*

Electric Vehicles (EV)

The members present noted that residents are charging their electric vehicles in the carpark at present. It was resolved "that Strata Data write to the hotel notifying them that their guest's vehicles must not be charged from the common carpark. That the charging stations around the CBD must be used. That a quotation be obtained to install a cage around all power outlets (GPOs), that once the quotations are in hand, they would be sent to the committee for review." *Carried Unanimously*

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 2:15 pm.

Minutes of the Committee Meeting

Corporation *STRATA CORPORATION 11687 INC.*
Address *255 HINDLEY STREET, ADELAIDE*
Meeting Date **12th of September, 2024 commencing at 1:00 PM**
Location **128 Rundle Mall Adelaide, South Australia 5000**

Present in Person

Unit: 116 Ms Carolyn Patricia Wastell
Unit: 127 Mr A.M.N.A. Scoleri Family Trust
Unit: 88 Mr Giuseppe Evangelista

Apologies

Nil

Present by Proxy

Nil

In attendance

Ashleigh Teigesser representing Strata Data

Quorum

The Chairperson declared that a quorum was in attendance and the meeting was opened at 1:00pm.

Chairperson

It was resolved "that Ashleigh Teigesser of Strata Data assist the Presiding Officer by chairing the meeting". *Carried Unanimously*

Minutes of Previous Meeting

It was resolved "that the minutes from the last Committee Meeting held on 10 May 2024 be accepted as a true and accurate record of the meeting." *Carried Unanimously*

Financial Report

The members present reviewed the financial statement sent along with the agenda. It was resolved "that Strata Data provide the committee with a budget vs actuals for this financial period." *Carried Unanimously*

Water Leak Reception Area

It was resolved "that the Body Corporate accept quotation number 16180 (SD Ref:315905) for a water leak to the reception area for a total of \$2,687.34. that Joe would be the onsite contact for this work." *Carried Unanimously*

Internal Carpark Door

It was resolved "that Strata Data engage Maintenance Matters to remove and dispose of the damaged the internal carpark door. That Joe would be the onsite contact for this work." *Carried Unanimously*

Caretaking Services / building management

It was resolved "that Strata Data obtain a quotation for ongoing facilities management services from the contractor Service FM. That Joe would be the onsite contact for this contract. That once the quotation was in hand, it would be sent through to the Committee for review." *Carried Unanimously*

Roof Investigation – Roof Penetration on all Roofs

It was resolved "that Strata Data obtain a quotation from Roof and Render to undertake a full roof

inspection for water penetrations. That once the quotation was in hand, it would be sent to the Committee for further instruction." *Carried Unanimously*

Fire Extinguishers

It was resolved "that the Body Corporate accept the quotation provide by Fire Emergency Services South Australia (FESSA) to replace the fire extinguishers as per the below scope;

- 4.5kg ABE x2
- 5kg Co2 \$ x8
- 2.5kg ABE x1
- Total Cost: \$3,282 plus GST.

That Joe would be the onsite contact for this work and arrange for the disposal of old fire extinguisher." *Carried Unanimously*

AJ Blunt

It was resolved "that Strata Data investigate that the 7 year painting contract is not a rolling contract and would need to be requoted at the end of its term." *Carried Unanimously*

Security Building Access System

It was resolved "that due to funds at present this matter would be deferred to the next committee meeting." *Carried Unanimously*

CCTV System

It was resolved "that due to funds at present this matter would be deferred to the next committee meeting." *Carried Unanimously*

Rear Lift Upgrade

It was resolved "that Strata obtain an updated proposal from JPS Lifts for the refurbishment of the rear lift. That once this is back in hand, Strata Data have the funds withdrawn from the term deposit to fund this project." *Carried Unanimously*

Water Softener Enclosure

It was resolved "that due to funds at present this matter would be deferred to the next committee meeting." *Carried Unanimously*

Irrigation System & Potted Plants

It was resolved "that Carolyn would obtain a quotation to reduce the grounds maintenance required in the common areas. That once this quotation was in hand it would be sent to the committee for review and further instruction." *Carried Unanimously*

It was resolved "that Strata Data obtain a quotation from Austral Trees to remove the palm trees in the common area as they are causing damage and are overgrown. That once the quotation was in hand, it would be sent to the committee for further instruction." *Carried Unanimously*

Embedded Network

The members present noted that further information is yet to be provided by C & R All Spark Electrical for review.

Adoption of CTA Quotes Attached

It was resolved "that Strata Data obtain a quotation from Finlaysons Lawyers and Stevens Partners to write bylaws with the committee once the adoption of the CTA has occurred. That once these are in hand, they would be sent to the committee for review." *Carried Unanimously*

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 3:30 pm.

Minutes of the Committee Meeting

Corporation *STRATA CORPORATION 11687 INC.*
Address *255 HINDLEY STREET, ADELAIDE*
Meeting Date **25th of November, 2024 commencing at 11:00 AM**
Location **273 Hindley Street, Adelaide, South Australia 5000**

Present in Person

Unit: 116 Ms Carolyn Patricia Wastell
Unit: 127 Mr A.M.N.A. Scoleri Family Trust
Unit: 88 Mr Giuseppe Evangelista

Apologies

Nil

Present by Proxy

Nil

In attendance

Ashleigh Teigesser representing Strata Data
Mark Amar representing Strata Data

Quorum

The Chairperson declared that a quorum was in attendance and the meeting was opened at 1:00pm.

Chairperson

It was resolved "that Ashleigh Teigesser of Strata Data assist the Presiding Officer by chairing the meeting". *Carried Unanimously*

Minutes of Previous Meeting

It was resolved "that the minutes from the last Committee Meeting held on 12 September 2024 be accepted as a true and accurate record of the meeting." *Carried Unanimously*

Caretaking Services / Building Management

The Body Corporate Manager advised that Strata Data are currently waiting for licensing details for Servicefm. That once this was in hand a quote order would be issued.

It was resolved "that Strata Data obtain a quotation from DAN Facility Management Services for building management services. That once this quotation was in hand it would be sent to the committee for review." *Carried Unanimously*

Security Building Access

It was resolved "that Strata Data obtain a quotation from Vulcan Doors to install an automated door between the carpark and the lobby area to prevent unwanted access into the carparking area and to assist with security of the facility. That once the quotation was in hand, it would be sent to the committee for further review." *Carried Unanimously*

CCTV System

It was resolved "that due to funds at present this matter would be deferred to the next committee meeting." *Carried Unanimously*

Water Softener Enclosure

It was resolved "that no further action was required." *Carried Unanimously*

Rear Lift Upgrade

The Body corporate Manager advised that the deposit has been paid for the rear lift refurbishment and are currently waiting for JPS Lifts to confirm a commencement date.

It was resolved "that Strata Data notify all owners, and the Hotel of the commencement date once in hand with a few weeks' notice at least so that alternative alterations could be made for owners, tenants and guests." *Carried Unanimously*

Irrigation System & Potted Plants

The Body Corporate Manager advised that Austral Trees would be attending on 27th November to quote the removal of palm trees and irrigation pots.

It was resolved "that Carolyn would obtain a quotation to reduce the grounds maintenance required in the common areas. That once this quotation was in hand it would be sent to the committee for review and further instruction." *Carried Unanimously*

Tripping Hazards

Mr Giuseppe Evangelista advised the members present that he rectified the tripping hazard in the carpark with non-slip tape. That this was undertaken within 24 hours of being notified of an oil spill and slip hazard.

Adoption of CTA & Typing of Bylaws

It was resolved "that Carolyn would engage Rebecca to attend to the drafting of Community Bylaws and the lodgement of the Community Strata Conversion as agreed at the last Annual General Meeting. That the committee advise Strata Data if they require any further assistance with this." *Carried Unanimously*

Embedded Network

The Body Corporate Manager advised the committee that the Corporation was not eligible for the Small Business Grant for the Embedded network as too many KWHs are being used.

Next Committee Meeting

The members present discussed tentative meeting dates for an upcoming committee meeting and the next Annual General Meeting.

It was resolved "that the next committee meeting would be held on 6 February 2025 at 1:00 pm at the Hotel Richmond, 128 Rundle Street, Adelaide and that the Annual General meeting would be held on 3 March 2025 at 3:00 pm at Strata Data Offices." *Carried Unanimously*

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 1:00 pm.

Minutes of the Committee Meeting

Corporation *STRATA CORPORATION 11687 INC.*
Address *255 HINDLEY STREET, ADELAIDE*
Meeting Date **21st January, 2025 commencing at 11:00 AM**
Location **Marcelina Hindley Street Adelaide**

Present in Person

Ms Carolyn Wastell
Mr A Scoleri
Mr Giuseppe Evangelista

Apologies

Nil

Present by Proxy

Nil

In attendance

Mark Tonellato representing Strata Data

Quorum

The Chairperson declared that a quorum was in attendance and the meeting was opened at 11:15am.

Chairperson

It was resolved "that Mark Tonellato of Strata Data assist the Presiding Officer by chairing the meeting". *Carried Unanimously*

Minutes of Previous Meeting

It was resolved "that the minutes from the last Committee Meeting held on 25th November 2024 be accepted as a true and accurate record of the meeting." *Carried Unanimously*

Budget /Financials

It was resolved "that the statement of income and expenditure for the period 2023 - 2024 was reviewed, received and accepted as an accurate record of the corporation's current financial standing and that the report be tabled at the AGM for adoption by the members." *Carried Unanimously*

Strata Data tabled a budget with a total annual contribution of \$997,440.00.

After discussion it was resolved "that the Annual Contributions be put to the AGM for endorsement as follows:

Administration Fund	\$897,440.00
Sinking Fund	\$100,000.00
Total Contribution	\$997,440.00

That this contribution be payable quarterly and divided by entitlement" *Carried Unanimously*

AGM Agenda Items

Following Discussion, it was resolved that the AGM agenda be structured as follows.

Attendance

Apologies

Proxies

Confirmation of Minutes of Previous Annual General Meeting

To confirm the Minutes of the Annual General Meeting.

Please refer to the portal for previous minutes. <https://www.stratadata.com.au/portal/>

Financial Report

Review of Sums Insured for Insurance Purposes

Detailed documents relating to insurance (such as PDS, FSG's, Important Notices etc) can be found at <https://www.stratadata.com.au/insurance/product-disclosure-statements>

Report From Presiding Officer

Report Relating to Maintenance Activities

Honorarium - Mr Joe Evangelista

That Mr Joe Evangelista be paid an annual honorarium of \$10,000.00 for attending to and arranging of general maintenance onsite where possible and meeting contractors on site as required and being the main point of contact for Strata Data for Maintenance Requests.

Honorarium - Ms Carolyn Wastell

That Ms Carolyn Wastell be paid an annual honorarium of \$5,000.00 for the considerable time spent in executing the duties of the office bearers.

Election of Officers and Committee

Level of Maintenance Fund Contributions (Budget)

Other Business

Closure

Other business

Insurance

It was resolved "That Strata Data arrange for a building valuation to be undertaken and for the report to be provided to the Management Committee for direction as soon as possible." *Carried Unanimously*

All other items of insurance are to remain as is and are to be put to the AGM for endorsement.

Honorariums for 2025

It was agreed that the following motions be put to the AGM for approval.

Honorarium - Mr Joe Evangelista

That Mr Joe Evangelista be paid an annual honorarium of \$10,000.00 for attending to and arranging of general maintenance onsite where possible and meeting contractors on site as required and being the main point of contact for Strata Data for Maintenance Requests.

Honorarium - Ms Carolyn Wastell

That Ms Carolyn Wastell be paid an annual honorarium of \$5,000.00 for the considerable time spent in executing the duties of the office bearers. (Please refer to attached letter)

Appointment Of Body Corporate Manager

It was resolved "That Strata Data be re-appointed as body corporate manager at the fee specified in the budget. That the Presiding Officer be authorised to sign the agreement on behalf of the Body Corporate. As it is mandatory under the Act to have a signed agreement, if the agreement has not been returned to Strata Data within 14 days, that the Body Corporate Manager sign the agreement on behalf of the Body Corporate. At the completion of the term, the appointment continues (with a 28 day notice period), unless decided otherwise at a general meeting of the Corporation." *Carried Unanimously*

Lift Damage Costs

It was noted that Schindler was called out in relation to a lift breakdown that occurred in October/November of 2024. It was further noted that the breakdown was a result of hotel guests jumping up and down in the lift. Strata data was instructed to see if a cost was associated with this callout and if so, it is to be on charged to the hotel.

In the past 48 hours, damage has occurred to the lift button of the front lift. JPS has been called out to rectify the damage. Strata Data was requested to contact the hotel and request footage from the incident be provided to Joe for review. Should the person who caused the damage be identified, the committee may provide instruction to recover costs for the damage against the unit from which the person resides/is staying.

Room 105 Water Callout

It was noted that a callout occurred on a Sunday where Maintenance Matters (Plumber) was called out to a water leak to room 105. Investigation found that the cause of the water was an overflowing sink/bathtub from room 105. Strata Data was instructed to on charge the cost of this callout to the Hotel/Unit owner.

Invitee to AGM – Peter Watson

The committee agreed that Peter Watson be invited to the AGM as an invited guest and that Carolyn would extend this invitation to Peter.

Presiding Officer Report to AGM

Carolyn agreed to provide a report to the members at the AGM around all matters that have been work on/resolved over the past year and what matters are upcoming/to be worked on for the coming year. A copy of the report will be supplied as an attachment to the meeting minutes.

Maintenance Report to AGM

Joe agreed to provide a report to the members at the AGM around all notable maintenance matters that have been work on/resolved over the past year and what notable maintenance matters are upcoming/to be worked on for the coming year. A copy of the report will be supplied as an attachment to the meeting minutes.

Committee nominations 2025

All current committee members expressed that they would be standing for election for the coming year at the AGM.

Next Annual General Meeting

It was noted that the AGM is scheduled for 3rd March 2025 at 3pm at the Offices of Strata Data and that the meeting be in person only.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 1:00 pm.

Minutes of the Committee Meeting

Corporation *STRATA CORPORATION 11687 INC.*
Address *255 HINDLEY STREET, ADELAIDE*
Meeting Date **10th July 2025 commencing at 12:00 pm**
Location **Marcelina Hindley Street Adelaide**

Present in Person

Ms Carolyn Wastell
Mr A Scoleri
Mr Giuseppe Evangelista

Apologies

Nil

Present by Proxy

Nil

In attendance

Mark Amar and Ebony Huff representing Strata Data
Trig Johnson – DAN Facility Management Services (Caretaking)

Quorum

The Chairperson declared that a quorum was in attendance and the meeting was opened at 12:00 pm.

Chairperson

It was resolved "that Mark Amar of Strata Data assist the Presiding Officer by chairing the meeting".
Carried Unanimously

Minutes of Previous Meeting

It was resolved "that the minutes from the last Committee Meeting held on 22nd Jan 2025 be accepted as a true and accurate record of the meeting." *Carried Unanimously*

Update of the Lift Refurbishment with JPS

The meeting noted that the schedule for these refurbishments of the rear lift has been scheduled by the contractor JPS Lifts in the month of July and the schedule when the lift would be out of operations for these refurbishments have been circulated to the residents and the owners. Trig Johnson kindly offered for installing signs outside the lift for this information and the management committee acknowledged this. Trig Johnson also kindly offered to obtain quotations for installing frames in the common areas so that signage can be installed and removed easily. Quotations will be sent to the management committee for further instructions.

Review of Quotation for Roof Inspection

The management committee interviewed this quotation supplied by RCR services and it was agreed that no action is required on that quotation at this time.

Gutter Cleaning

Strata Data is to investigate as to when the gutter cleaning was done last and provide instructions for gutter cleaning to continue yearly along with roof cleaning. It was discussed that the contractor GutterVac was used last time and that they will need to take special permissions from the council to undertake gutter cleaning this year. Strata Data is to coordinate this with the contractor as it is a different clean an approval for height access will be required from the council.

It was resolved "That Strata Data will issue a quotation request to the contractor GutterVac and the contractor is to contact Ms Carolyn Wastell to discuss the details of this gutter cleaning and provide a quotation and advise the schedule of gutter cleaning this year. The quotation will be sent to the management committee for further instructions." *Carried Unanimously*

Review of the Contractor's report about the leakage in the parking Areas from the foyer level – next steps

The management committee discussed this matter in detail and advised that this matter be placed on the agenda for the next committee meeting along with the engineering report from RCR Services for review.

CCTV access by the Corporation & Standalone CCTV system installation

The meeting noted that the authorised contractor has provided details for CCTV review and extraction to Trig Johnson and it was noted that the Breakfree Hotel representatives also have this ability to view and extract CCTV footage. Trig Johnson will provide the access details of the CCTV system to Strata Data to keep it in the records. Joe Evangelista and Trig Johnson kindly offer to obtain quotations for standalone CCTV systems for the corporation and the quotations will be sent to the management committee for review and further instructions on this matter.

Update on creating By-Laws for the Corporation

Carolyn Wastell advised the management committee that she is working on this matter and she will advise Strata Data when she's ready to start discussing the bylaws with a consultant. Strata Data is to send a template of the bylaws closely relevant to the corporation to Carolyn.

Leak procedure (from the Unit above to the lower unit) - Template attached

The management committee reviewed the template for this procedure and Strata Data is to send an editable Word document to Carolyn Wastell to review this further and advise how to proceed further on this.

Maintenance Requirements

- **Blocked drain in courtyard** - It was noted that these works are in progress by the contractor Maintenance Matters
- **Ceiling, cornice and stairwells painting** - The management committee discussed this matter and Joe kindly offered to organise quotations for these works and the quotations will be sent to the management committee for further instructions. It was resolved "That Strata Data is to arrange sending a quotation request to another painter and the contractor is to contact Trig Johnson to discuss details scope of works required of painting the ceilings cornice and stairwell in the building. The quotation is to be sent to the management committee for review and further instructions." *Carried Unanimously*
- **Roof Top Hats** - It was noted that these works are in progress by the contractor Maintenance Matters
- **Damaged Street Lights and Day Lights** - The management committee advised that this was supposed to be repaired by the contractor Maintenance Matters at their costs and advised Strata Data to follow up on this matter.
- **Quote for Emergency Lights replacement** - The management committee approved these works to proceed and advised Strata Data to arrange.
- **Keys to all common areas/common services/facilities** – The management committee advise Strata Data to request the hotel that all keys should be available at the hotel reception for all common area services/access to all common areas/ common facilities.
- **Erosion of the concrete** – Joe advised the meeting that he is organising quotations for these works from the contractor ARM.

Waste Management Services

Carolyn Wastell advised that she is coordinating this matter with Veolia and they have agreed for a one-year contract. The management committee also advised that the cardboard bin in the corporations promises will be discontinued and commercial businesses will have to utilise the council services for collection of cardboard from the street once a week. The yellow commingled bins which are being collected by the council will be used only for residential recycled waste and the general waste bins will be serviced by an external contractor Veolia. The management committee will soon sign the contract with the waste management contractor for general waste.

Replacement of Hot Water system

The management committee advised that the hot water system on the northeastern side will also require replacement in the near future and Joe kindly offer to organise quotations for these works. Once the quotations are approved by the management committee, these works will be budgeted from the sinking funds (next year's budget) of the corporation before the next AGM

Grant Received from Adelaide City council

Strata Data to confirm to the management committee that those funds have been received in the Corporation's accounts.

Electricity Invoices

Strata data was requested to send the last 4 invoices to the management committee for reviewing the solar credits.

Funds Position Overview - (YTD summary attached)

The management committee reviewed the current fund position of the corporation.

Next Committee Meeting

Friday 10th Oct 2025 at 12:00 pm at Marcelina restaurant, Hindley Street Adelaide.

Note - Strata Data is to send this calendar invite to the management committee to save the date and remind the management committee around 4 weeks before this date and seek approvals for this date 10th Oct 2025.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 2:55 pm.



Summary Financial Statement

Version: 03.10.01

Date Printed 13/12/2023

STRATA CORPORATION 11687 INC.
Address: 255 HINDLEY STREET ADELAIDE, South Australia 5000
ABN: 86927680694

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STRATA DATA

INCOME & EXPENDITURE STATEMENT BETWEEN 12/12/2022 AND 11/12/2023

	ADMIN	SINKING	TOTAL
INCOME			
Admin Fund Levy	\$702,242.60	-	\$702,242.60
Insurance Claim Recovery	\$11,788.62	-	\$11,788.62
Interest on Investment	-	\$9,428.61	\$9,428.61
Interest on Overdue Levies	\$1,340.20	-	\$1,340.20
Interest Received	\$4,114.47	-	\$4,114.47
Sinking Fund Levy	-	\$101,090.98	\$101,090.98
Special Levy (Admin Fund)	\$148,830.00	-	\$148,830.00
Sundry Income	-	\$176,000.00	\$176,000.00
TOTAL INCOME	\$868,315.89	\$286,519.59	\$1,154,835.48
OUTGOINGS			
Air-Conditioning Repairs & Maintenance	\$455.95	-	\$455.95
Audit	\$2,528.40	-	\$2,528.40
Bank Charges	\$27.37	-	\$27.37
BAS Preparing of Accounts & Lodgement	\$788.00	-	\$788.00
Body Corporate Management	\$20,070.84	-	\$20,070.84
Building / Engineer Reports	\$4,620.00	-	\$4,620.00
Building Repairs & Maintenance	\$8,604.07	-	\$8,604.07
Carpet Cleaning	\$957.00	-	\$957.00
Cleaning Common Areas	\$129,629.20	-	\$129,629.20
Cleaning Materials	\$3,551.95	-	\$3,551.95
Consultancy Fees	\$15,545.00	-	\$15,545.00
Debt Recovery Fees	\$1,164.43	-	\$1,164.43
Disbursements	\$8,290.80	-	\$8,290.80
Door - Service Maintenance Contract	\$577.68	-	\$577.68
Door & Lock Repairs & Maintenance	\$2,370.55	-	\$2,370.55
Electrical Works	\$12,364.73	-	\$12,364.73
Electricity	\$129,612.62	-	\$129,612.62
Fencing Repairs & Maintenance	-	\$2,915.00	\$2,915.00
Final Fee Notice	\$33.00	-	\$33.00
Fire Brigade Callout	\$921.00	-	\$921.00
Fire Equipment Contract	\$4,372.83	-	\$4,372.83
Fire Equipment Repairs & Maintenance	\$8,131.97	-	\$8,131.97
Fire Monitoring Contract	\$849.20	-	\$849.20
Fobs, Swipe Cards, Remotes, Keys	\$90.00	-	\$90.00
Gas	\$57,031.23	-	\$57,031.23



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STRATA DATA

General Repairs & Maintenance	\$4,334.00	-	\$4,334.00
Grounds Maintenance	\$257.50	-	\$257.50
GST Payment / Refund	\$21,925.00	-	\$21,925.00
Honorarium	\$5,000.00	-	\$5,000.00
Hot Water Service Repairs & Maintenance	\$506.13	-	\$506.13
Hygiene Services	\$2,078.07	-	\$2,078.07
Income Tax Instalment	\$217.00	-	\$217.00
Insurance Claim	\$8,778.01	-	\$8,778.01
Insurance Premium	\$89,820.00	-	\$89,820.00
Irrigation Repairs & Maintenance	\$250.00	-	\$250.00
Legal Fees	\$22,790.75	-	\$22,790.75
Liaison with lawyers and professionals	\$64.00	-	\$64.00
Lift Phone	\$613.80	-	\$613.80
Lift Repairs & Maintenance	\$2,134.00	\$110,154.00	\$112,288.00
Lift Service Contract	\$15,076.93	-	\$15,076.93
Meeting Fees	\$1,927.69	-	\$1,927.69
Miscellaneous Expenses	\$518.60	-	\$518.60
Owner Overdue Account Fee	\$66.00	-	\$66.00
Painting	\$13,990.00	\$52,043.12	\$66,033.12
Pest Control	\$1,082.00	-	\$1,082.00
Plumbing Repairs & Maintenance	\$10,738.62	-	\$10,738.62
Public Officer	\$125.00	-	\$125.00
Roller Door Repairs & Maintenance	\$4,400.28	-	\$4,400.28
Roof Repairs & Maintenance	\$1,569.01	-	\$1,569.01
Rubbish Removal	\$24,034.63	-	\$24,034.63
Security Contracts	\$27,419.58	-	\$27,419.58
Tax Return	\$206.00	-	\$206.00
Telephone & Line Rental	\$1,466.76	-	\$1,466.76
Toilet Requisites	\$611.03	-	\$611.03
Transfer Between Funds	\$96,717.52	(\$96,717.52)	-
Transfer To Investment	-	\$9,428.61	\$9,428.61
Tree Removal & Pruning	\$558.20	-	\$558.20



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STRATA DATA

Water Charges	\$11,608.32	-	\$11,608.32
TOTAL OUTGOINGS	\$783,472.25	\$77,823.21	\$861,295.46

SUMMARY

OPENING BALANCE AS AT 12/12/2022	\$25,143.90	\$24,294.38	\$49,438.28
TOTAL INCOME	\$868,315.89	\$286,519.59	\$1,154,835.48
TOTAL OUTGOINGS	\$783,472.25	\$77,823.21	\$861,295.46
CLOSING TRUST FUND BALANCE AS AT 11/12/2023	\$109,987.54	\$232,990.76	\$342,978.30
NET SURPLUS	\$84,843.64	\$208,696.38	\$293,540.02
TERM DEPOSIT BALANCE AS AT 11/12/2023	\$0.00	\$147,849.00	\$147,849.00
TOTAL FUND BALANCE AS AT 11/12/2023	\$109,987.54	\$380,839.76	\$490,827.30

TERM DEPOSITS

MATURITY DATE	BANK	RATE	ADMIN	SINKING
19/10/2024	Bendigo Bank 155905888	5.00		\$147,849.00
TOTAL TERM DEPOSITS				\$147,849.00



Summary Financial Statement

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STRATA DATA

INCOME & EXPENDITURE STATEMENT BETWEEN 12/12/2023 AND 11/12/2024

	ADMIN	SINKING	TOTAL
INCOME			
Admin Fund Levy	\$819,499.48	-	\$819,499.48
Insurance Claim Recovery	\$8,114.54	-	\$8,114.54
Interest on Investment	-	\$7,396.54	\$7,396.54
Interest on Overdue Levies	\$1,265.07	-	\$1,265.07
Interest Received	\$10,232.27	-	\$10,232.27
Sinking Fund Levy	-	\$99,230.75	\$99,230.75
Solar Refund	-	\$20,000.00	\$20,000.00
Special Levy (Admin Fund)	\$4,763.83	-	\$4,763.83
TOTAL INCOME	\$843,875.19	\$126,627.29	\$970,502.48
OUTGOINGS			
Air-Conditioning Repairs & Maintenance	\$332.67	-	\$332.67
Anchor Point Testing	\$1,919.50	-	\$1,919.50
Audit	\$2,631.30	-	\$2,631.30
BAS Preparing of Accounts & Lodgement	\$625.00	-	\$625.00
Body Corporate Management	\$29,700.63	-	\$29,700.63
Building / Engineer Reports	\$2,275.00	-	\$2,275.00
Building Repairs & Maintenance	\$8,475.67	-	\$8,475.67
Cleaning Common Areas	\$79,175.38	-	\$79,175.38
Cleaning Materials	\$2,427.43	-	\$2,427.43
Consultancy Fees	\$6,500.00	-	\$6,500.00
Debt Recovery Fees	(\$1,736.15)	-	(\$1,736.15)
Disbursements	\$10,823.82	-	\$10,823.82
Door - Service Maintenance Contract	\$698.65	-	\$698.65
Door & Lock Repairs & Maintenance	\$319.77	\$9,518.42	\$9,838.19
Electrical Works	\$7,862.88	-	\$7,862.88
Electricity	\$190,373.39	-	\$190,373.39
Fire Equipment Contract	\$8,570.98	-	\$8,570.98
Fire Equipment Repairs & Maintenance	\$6,072.00	-	\$6,072.00
Fire Monitoring Contract	\$874.50	-	\$874.50
Fobs, Swipe Cards, Remotes, Keys	\$851.25	-	\$851.25
Gas	\$54,577.31	-	\$54,577.31
Graffiti Removal	\$330.00	-	\$330.00
GST Payment / Refund	(\$7,593.00)	-	(\$7,593.00)
Gutter Cleaning	\$6,485.00	-	\$6,485.00
Honorarium	\$10,000.00	-	\$10,000.00



Summary Financial Statement

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STRATA DATA

Hot Water Service Repairs & Maintenance	\$2,319.83	-	\$2,319.83
Hygiene Services	\$2,043.16	-	\$2,043.16
Income Tax Instalment	\$270.00	-	\$270.00
Income Tax Payment / Refund	\$7,534.59	-	\$7,534.59
Insurance Premium	\$121,400.00	-	\$121,400.00
Irrigation Repairs & Maintenance	\$2,291.68	-	\$2,291.68
Legal Fees	\$31,057.25	-	\$31,057.25
Lift Phone	\$460.35	-	\$460.35
Lift Repairs & Maintenance	\$3,194.50	\$95,216.00	\$98,410.50
Lift Service Contract	\$5,787.79	-	\$5,787.79
Meeting Fees	\$1,854.13	-	\$1,854.13
Miscellaneous Expenses	\$631.13	-	\$631.13
Owner Overdue Account Fee	\$22.00	-	\$22.00
Painting	-	\$50,816.84	\$50,816.84
Plumbing Repairs & Maintenance	\$26,213.81	-	\$26,213.81
Public Officer	\$130.00	-	\$130.00
Roller Door Repairs & Maintenance	\$8,925.99	-	\$8,925.99
Rubbish Removal	\$30,993.10	-	\$30,993.10
Security Contracts	\$28,919.99	-	\$28,919.99
Signs	\$269.50	-	\$269.50
Solar System	-	\$128,924.50	\$128,924.50
Tax Return	\$215.00	-	\$215.00
Telephone & Line Rental	\$1,432.52	-	\$1,432.52
Transfer To Investment	-	(\$75,323.46)	(\$75,323.46)
Water Charges	\$11,798.60	-	\$11,798.60
Water Treatment	\$536.26	\$24,024.00	\$24,560.26
WHS Compliance	\$129.00	-	\$129.00
TOTAL OUTGOINGS	\$711,003.16	\$233,176.30	\$944,179.46

SUMMARY

OPENING BALANCE AS AT 12/12/2023	\$109,987.54	\$232,990.76	\$342,978.30
TOTAL INCOME	\$843,875.19	\$126,627.29	\$970,502.48
TOTAL OUTGOINGS	\$711,003.16	\$233,176.30	\$944,179.46
CLOSING TRUST FUND BALANCE AS AT 11/12/2024	\$242,859.57	\$126,441.75	\$369,301.32
NET SURPLUS	\$132,872.03	(\$106,549.01)	\$26,323.02
TERM DEPOSIT BALANCE AS AT 11/12/2024	\$0.00	\$72,545.54	\$72,545.54
TOTAL FUND BALANCE AS AT 11/12/2024	\$242,859.57	\$198,987.29	\$441,846.86

TERM DEPOSITS



Summary Financial Statement

Version: 03.10.01

Date Printed 16/12/2024

STRATA CORPORATION11687 INC.

Address: 255 HINDLEY STREET ADELAIDE, South Australia 5000

ABN: 86927680694

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STRATA DATA

MATURITY DATE	BANK	RATE	ADMIN	SINKING
19/10/2025	Bendigo Bank 155905888	4.65		\$72,545.54
TOTAL TERM DEPOSITS				\$72,545.54



Summary Financial Statement

Version: 03.10.01

Date Printed 10/05/2024

STRATA CORPORATION11687 INC.

Address: 255 HINDLEY STREET ADELAIDE, South Australia 5000

ABN: 86927680694

Page 1

STRATA DATA

INCOME & EXPENDITURE STATEMENT

BETWEEN 11/12/2023 AND 09/05/2024

	ADMIN	SINKING	TOTAL
INCOME			
Admin Fund Levy	\$336,346.55	-	\$336,346.55
Insurance Claim Recovery	\$8,114.54	-	\$8,114.54
Interest on Overdue Levies	\$830.47	-	\$830.47
Interest Received	\$4,380.83	-	\$4,380.83
Sinking Fund Levy	-	\$44,619.49	\$44,619.49
Special Levy (Admin Fund)	\$4,763.83	-	\$4,763.83
TOTAL INCOME	\$354,436.22	\$44,619.49	\$399,055.71
OUTGOINGS			
Air-Conditioning Repairs & Maintenance	\$332.67	-	\$332.67
Anchor Point Testing	\$1,595.00	-	\$1,595.00
BAS Preparing of Accounts & Lodgement	\$615.00	-	\$615.00
Body Corporate Management	\$8,536.35	-	\$8,536.35
Building / Engineer Reports	\$2,275.00	-	\$2,275.00
Building Repairs & Maintenance	\$3,909.97	-	\$3,909.97
Cleaning Common Areas	\$47,723.63	-	\$47,723.63
Cleaning Materials	\$2,379.58	-	\$2,379.58
Debt Recovery Fees	(\$1,898.41)	-	(\$1,898.41)
Disbursements	\$3,454.50	-	\$3,454.50
Door - Service Maintenance Contract	\$390.65	-	\$390.65
Door & Lock Repairs & Maintenance	-	\$9,518.42	\$9,518.42
Electrical Works	\$1,928.02	-	\$1,928.02
Electricity	\$82,067.14	-	\$82,067.14
Fire Equipment Contract	\$3,705.57	-	\$3,705.57
Fire Equipment Repairs & Maintenance	\$1,405.80	-	\$1,405.80
Fobs, Swipe Cards, Remotes, Keys	\$135.00	-	\$135.00
Gas	\$17,963.57	-	\$17,963.57
Graffiti Removal	\$330.00	-	\$330.00
GST Payment / Refund	\$3,700.00	-	\$3,700.00
Hygiene Services	\$2,043.16	-	\$2,043.16
Insurance Premium	\$121,400.00	-	\$121,400.00
Irrigation Repairs & Maintenance	\$2,291.68	-	\$2,291.68
Legal Fees	\$24,523.25	-	\$24,523.25
Lift Phone	\$153.45	-	\$153.45
Lift Repairs & Maintenance	\$660.00	\$75,229.00	\$75,889.00
Lift Service Contract	\$3,111.13	-	\$3,111.13



Summary Financial Statement

Version: 03.10.01

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STRATA CORPORATION11687 INC.

Address: 255 HINDLEY STREET ADELAIDE, South Australia 5000

ABN: 86927680694

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STRATA DATA

Meeting Fees	\$756.38	-	\$756.38
Miscellaneous Expenses	\$89.00	-	\$89.00
Owner Overdue Account Fee	(\$10.41)	-	(\$10.41)
Plumbing Repairs & Maintenance	\$5,271.66	-	\$5,271.66
Roller Door Repairs & Maintenance	\$8,925.99	-	\$8,925.99
Rubbish Removal	\$11,173.06	-	\$11,173.06
Security Contracts	\$11,877.14	-	\$11,877.14
Signs	\$269.50	-	\$269.50
Solar System	-	\$24,724.90	\$24,724.90
Telephone & Line Rental	\$640.71	-	\$640.71
Water Charges	\$7,510.28	-	\$7,510.28
Water Treatment	\$268.13	\$24,024.00	\$24,292.13
WHS Compliance	\$129.00	-	\$129.00
TOTAL OUTGOINGS	\$381,632.15	\$133,496.32	\$515,128.47

SUMMARY

OPENING BALANCE AS AT 11/12/2023	\$108,616.58	\$232,843.26	\$341,459.84
TOTAL INCOME	\$354,436.22	\$44,619.49	\$399,055.71
TOTAL OUTGOINGS	\$381,632.15	\$133,496.32	\$515,128.47
CLOSING TRUST FUND BALANCE AS AT 09/05/2024	\$81,420.65	\$143,966.43	\$225,387.08
NET SURPLUS	(\$27,195.93)	(\$88,876.83)	(\$116,072.76)
TERM DEPOSIT BALANCE AS AT 09/05/2024	\$0.00	\$147,849.00	\$147,849.00
TOTAL FUND BALANCE AS AT 09/05/2024	\$81,420.65	\$291,815.43	\$373,236.08

TERM DEPOSITS

MATURITY DATE	BANK	RATE	ADMIN	SINKING
19/10/2024	Bendigo Bank 155905888	5.00		\$147,849.00
TOTAL TERM DEPOSITS				\$147,849.00



Summary Financial Statement

Version: 03.10.01

Date Printed 05/09/2024

STRATA CORPORATION11687 INC.
Address: 255 HINDLEY STREET ADELAIDE, South Australia 5000
ABN: 86927680694

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STRATA DATA

INCOME & EXPENDITURE STATEMENT BETWEEN 11/12/2023 AND 04/09/2024

Description	ADMIN	SINKING	TOTAL
INCOME			
Admin Fund Levy	\$590,859.36	-	\$590,859.36
Insurance Claim Recovery	\$8,114.54	-	\$8,114.54
Interest on Overdue Levies	\$1,197.61	-	\$1,197.61
Interest Received	\$7,978.63	-	\$7,978.63
Sinking Fund Levy	-	\$73,420.58	\$73,420.58
Solar Refund	-	\$20,000.00	\$20,000.00
Special Levy (Admin Fund)	\$4,763.83	-	\$4,763.83
TOTAL INCOME	\$612,913.97	\$93,420.58	\$706,334.55
OUTGOINGS			
Air-Conditioning Repairs & Maintenance	\$332.67	-	\$332.67
Anchor Point Testing	\$1,919.50	-	\$1,919.50
BAS Preparing of Accounts & Lodgement	\$625.00	-	\$625.00
Body Corporate Management	\$13,658.16	-	\$13,658.16
Building / Engineer Reports	\$2,275.00	-	\$2,275.00
Building Repairs & Maintenance	\$7,121.76	-	\$7,121.76
Cleaning Common Areas	\$63,499.28	-	\$63,499.28
Cleaning Materials	\$2,427.43	-	\$2,427.43
Debt Recovery Fees	(\$1,898.41)	-	(\$1,898.41)
Disbursements	\$5,527.20	-	\$5,527.20
Door - Service Maintenance Contract	\$390.65	-	\$390.65
Door & Lock Repairs & Maintenance	-	\$9,518.42	\$9,518.42
Electrical Works	\$2,049.02	-	\$2,049.02
Electricity	\$149,321.65	-	\$149,321.65
Fire Equipment Contract	\$6,036.58	-	\$6,036.58
Fire Equipment Repairs & Maintenance	\$2,461.80	-	\$2,461.80
Fire Monitoring Contract	\$874.50	-	\$874.50
Fobs, Swipe Cards, Remotes, Keys	\$851.25	-	\$851.25
Gas	\$36,265.25	-	\$36,265.25
Graffiti Removal	\$330.00	-	\$330.00
GST Payment / Refund	(\$7,593.00)	-	(\$7,593.00)
Honorarium	\$10,000.00	-	\$10,000.00
Hot Water Service Repairs & Maintenance	\$2,319.83	-	\$2,319.83
Hygiene Services	\$2,043.16	-	\$2,043.16
Income Tax Instalment	\$270.00	-	\$270.00
Income Tax Payment / Refund	(\$4.41)	-	(\$4.41)



Summary Financial Statement

Version: 03.10.01

Date Printed 05/09/2024

STRATA CORPORATION11687 INC.
 Address: 255 HINDLEY STREET ADELAIDE, South Australia 5000
 ABN: 86927680694

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STRATA DATA

Insurance Premium	\$121,400.00	-	\$121,400.00
Irrigation Repairs & Maintenance	\$2,291.68	-	\$2,291.68
Legal Fees	\$27,075.25	-	\$27,075.25
Lift Phone	\$460.35	-	\$460.35
Lift Repairs & Maintenance	\$660.00	\$78,672.00	\$79,332.00
Lift Service Contract	\$4,449.46	-	\$4,449.46
Meeting Fees	\$1,219.63	-	\$1,219.63
Miscellaneous Expenses	\$323.95	-	\$323.95
Owner Overdue Account Fee	(\$10.41)	-	(\$10.41)
Painting	-	\$50,816.84	\$50,816.84
Plumbing Repairs & Maintenance	\$18,336.16	-	\$18,336.16
Public Officer	\$130.00	-	\$130.00
Roller Door Repairs & Maintenance	\$8,925.99	-	\$8,925.99
Rubbish Removal	\$21,700.32	-	\$21,700.32
Security Contracts	\$20,603.99	-	\$20,603.99
Signs	\$269.50	-	\$269.50
Solar System	-	\$128,924.50	\$128,924.50
Telephone & Line Rental	\$1,033.10	-	\$1,033.10
Water Charges	\$9,942.13	-	\$9,942.13
Water Treatment	\$268.13	\$24,024.00	\$24,292.13
WHS Compliance	\$129.00	-	\$129.00
TOTAL OUTGOINGS	\$540,312.10	\$291,955.76	\$832,267.86

SUMMARY

OPENING TRUST FUND BALANCE AS AT 11/12/2023	\$108,616.58	\$232,843.26	\$341,459.84
TOTAL INCOME	\$612,913.97	\$93,420.58	\$706,334.55
TOTAL OUTGOINGS	\$540,312.10	\$291,955.76	\$832,267.86
CLOSING TRUST FUND BALANCE AS AT 04/09/2024	\$181,218.45	\$34,308.08	\$215,526.53
NET SURPLUS	\$72,601.87	(\$198,535.18)	(\$125,933.31)
TERM DEPOSIT BALANCE AS AT 04/09/2024	\$0.00	\$147,849.00	\$147,849.00
TOTAL FUND BALANCE AS AT 04/09/2024	\$181,218.45	\$182,157.08	\$363,375.53

TERM DEPOSITS

MATURITY DATE	BANK	RATE	ADMIN	SINKING
19/10/2024	Bendigo Bank 155905888	5.00		\$147,849.00
TOTAL TERM DEPOSITS				\$147,849.00



Summary Financial Statement

Version: 03.10.01

Date Printed 09/05/2025

Community Corporation 11687 Inc.

Address: 255 HINDLEY STREET ADELAIDE, South Australia 5000

ABN: 86927680694

Page 1

STRATA DATA

INCOME & EXPENDITURE STATEMENT BETWEEN 12/12/2024 AND 08/05/2025

	ADMIN	SINKING	TOTAL
INCOME			
Admin Fund Levy	\$419,102.09	-	\$419,102.09
Interest on Overdue Levies	\$421.15	-	\$421.15
Interest Received	\$4,968.16	-	\$4,968.16
Sinking Fund Levy	-	\$46,326.65	\$46,326.65
Special Levy (Admin Fund)	\$1,575.01	-	\$1,575.01
TOTAL INCOME	\$426,066.41	\$46,326.65	\$472,393.06
OUTGOINGS			
BAS Preparing of Accounts & Lodgement	\$645.00	-	\$645.00
Body Corporate Management	\$14,044.29	-	\$14,044.29
Building / Engineer Reports	\$14,894.00	-	\$14,894.00
Building Repairs & Maintenance	\$11,754.43	-	\$11,754.43
Cleaning Common Areas	\$24,785.68	-	\$24,785.68
Disbursements	\$4,597.33	-	\$4,597.33
Electrical Works	\$5,985.06	-	\$5,985.06
Electricity	\$86,447.40	-	\$86,447.40
Fire Equipment Contract	\$1,849.10	-	\$1,849.10
Fire Equipment Repairs & Maintenance	\$6,530.70	-	\$6,530.70
Gas	\$16,622.05	-	\$16,622.05
GST Payment / Refund	\$12,552.00	-	\$12,552.00
Honorarium	\$15,000.00	-	\$15,000.00
Hot Water Service Repairs & Maintenance	-	\$5,830.13	\$5,830.13
Income Tax Instalment	\$4,004.00	-	\$4,004.00
Insurance Premium	\$113,470.00	-	\$113,470.00
Insurance Valuation	\$1,980.00	-	\$1,980.00
Legal Fees	\$18,254.00	-	\$18,254.00
Lift Phone	\$341.90	-	\$341.90
Lift Repairs & Maintenance	\$1,479.00	-	\$1,479.00
Lift Service Contract	\$3,828.70	-	\$3,828.70
Meeting Fees	\$669.75	-	\$669.75
Plumbing Repairs & Maintenance	\$9,142.16	-	\$9,142.16
Roller Door Repairs & Maintenance	\$1,232.00	-	\$1,232.00
Rubbish Removal	\$13,268.83	-	\$13,268.83
Security Contracts	\$12,538.87	-	\$12,538.87
Telephone & Line Rental	\$532.56	-	\$532.56
Water Charges	\$5,539.72	-	\$5,539.72



Summary Financial Statement

Version: 03.10.01

Date Printed 09/05/2025

Community Corporation 11687 Inc.
 Address: 255 HINDLEY STREET ADELAIDE, South Australia 5000
 ABN: 86927680694

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STRATA DATA

WHS Compliance	\$135.00	-	\$135.00
TOTAL OUTGOINGS	\$402,123.53	\$5,830.13	\$407,953.66

SUMMARY

OPENING BALANCE AS AT 12/12/2024	\$242,859.57	\$126,441.75	\$369,301.32
TOTAL INCOME	\$426,066.41	\$46,326.65	\$472,393.06
TOTAL OUTGOINGS	\$402,123.53	\$5,830.13	\$407,953.66
CLOSING TRUST FUND BALANCE AS AT 08/05/2025	\$266,802.45	\$166,938.27	\$433,740.72
NET SURPLUS	\$23,942.88	\$40,496.52	\$64,439.40
TERM DEPOSIT BALANCE AS AT 08/05/2025	\$0.00	\$72,545.54	\$72,545.54
TOTAL FUND BALANCE AS AT 08/05/2025	\$266,802.45	\$239,483.81	\$506,286.26

TERM DEPOSITS

MATURITY DATE	BANK	RATE	ADMIN	SINKING
19/10/2025	Bendigo Bank 155905888	4.65		\$72,545.54
TOTAL TERM DEPOSITS				\$72,545.54



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SINKING FUND BUDGET

BREAKFREE ADELAIDE

255 Hindley Street

Adelaide SA 5000

Strata Corporation 11687



Report details

Inspection date:	13/10/2014
Inspector:	Nic Johnston

NEW SOUTH WALES
Level 6, 115 Pitt St Sydney 2000
PO Box A72 Sydney South NSW 1235

QUEENSLAND
18 Park Rd Milton 4064
PO Box 1584 Milton 4064

VICTORIA
Level 1, 1 Queens Rd Melbourne 3004
GPO Box 3025 Melbourne 3001



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20 October 2014

The Managing Committee
 Breakfree Adelaide
 255 Hindley Street
 Adelaide SA 5000

Dear Committee Members,

Thank you for appointing our company to conduct your Sinking Fund Budget.

Based on our survey of your property, we have determined that the current contributions are higher than is necessary to cover the forecast maintenance fund expenses. As such, the Strata Corporation may reduce its levies to the level shown in this report.

This budget should be updated regularly to account for actual changes in construction and maintenance costs, unanticipated changes in the property's condition over time, changes in legal requirements and any discrepancies between the forecast and actual maintenance fund balances. Regular updates also create peace of mind and assist the Strata Corporation to manage the risk of litigation from individual owners (current and future) for breaches of its duty to maintain the common property by providing reasonable, up-to-date estimates of the cost of necessary maintenance work and repairs.

Key Report Data Levies Summary – First Financial Year

Levy Per Unit Entitlement (Total sinking fund levy divided by unit entitlements)	\$19.15
Total Unit Entitlements	10000
Total Sinking Fund Levy	\$191,512.00

The data used to arrive at the above figures (which includes GST) is in the attached report. It is designed for ease of reading. For your convenience here is your Report Index:

Report Index	Page No.
Owners Report Summary	Section 1
Building Details and Report Inputs Page	2
15 Year Cash Flow Tracking & Graph	3
Report Detail	Section 2
15 Year Anticipated Expenditure Table	Error! Bookmark not defined.
Building Data List from Property Inspection	9
Inspector's Building Report & Building Specific Report Notes	13
Report Notes	15

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Yours sincerely,

The Team at Solutions in Engineering

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 PO Box A72 Sydney South NSW 1235

QUEENSLAND
 18 Park Rd Milton 4064
 PO Box 1584 Milton 4064

VICTORIA
 Level 1, 1 Queens Rd Melbourne 3004
 GPO Box 3025 Melbourne 3001

Building Details & Report Inputs

Supplied information

Building Name	Breakfree Adelaide
Building Address	255 Hindley Street Adelaide SA 5000
	11687
Registered Plan Date/Year of Construction	1992
Number of Lot Entitlements/Utility interests	10000
Number of Units	147
Estimated Starting Sinking Fund Balance	\$189,366
Starting date of Financial Year for Report	1/09/2014
GST Status	Registered for GST
Current Sinking Fund Levy per Lot Entitlement (Inc. GST)	\$19.15

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000)	3.35%
Company Taxation Rate	30.00%
Interest on Invested Funds - Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on sinking fund balances over \$10,000.	2.35%
Contingency Allowance - For minor and/or unforeseen expenses	8%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase between 2002 and 2012	3.10%
Forecast Period - Number of years the forecast looks out.	15 years

15 Year Levy Table

Year	Year To	Total Contribution		Contribution per Lot Entitlement		Quarterly Contribution	
		Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	31/08/2015	191,512.00	17,410.18	19.15	1.74	4.79	0.44
2	31/08/2016	77,616.00	7,056.00	7.76	0.71	1.94	0.18
3	31/08/2017	80,022.10	7,274.74	8.00	0.73	2.00	0.18
4	31/08/2018	82,502.78	7,500.25	8.25	0.75	2.06	0.19
5	31/08/2019	85,060.37	7,732.76	8.51	0.77	2.13	0.19
6	31/08/2020	87,697.25	7,972.48	8.77	0.80	2.19	0.20
7	31/08/2021	90,415.86	8,219.62	9.04	0.82	2.26	0.21
8	31/08/2022	93,218.75	8,474.43	9.32	0.85	2.33	0.21
9	31/08/2023	96,108.53	8,737.14	9.61	0.87	2.40	0.22
10	31/08/2024	99,087.89	9,007.99	9.91	0.90	2.48	0.23
11	31/08/2025	102,159.62	9,287.24	10.22	0.93	2.56	0.23
12	31/08/2026	105,326.56	9,575.14	10.53	0.96	2.63	0.24
13	31/08/2027	108,591.68	9,871.97	10.86	0.99	2.72	0.25
14	31/08/2028	111,958.02	10,178.00	11.20	1.02	2.80	0.25
15	31/08/2029	115,428.72	10,493.52	11.54	1.05	2.89	0.26

15 Year Cash Flow Tracking Sheet

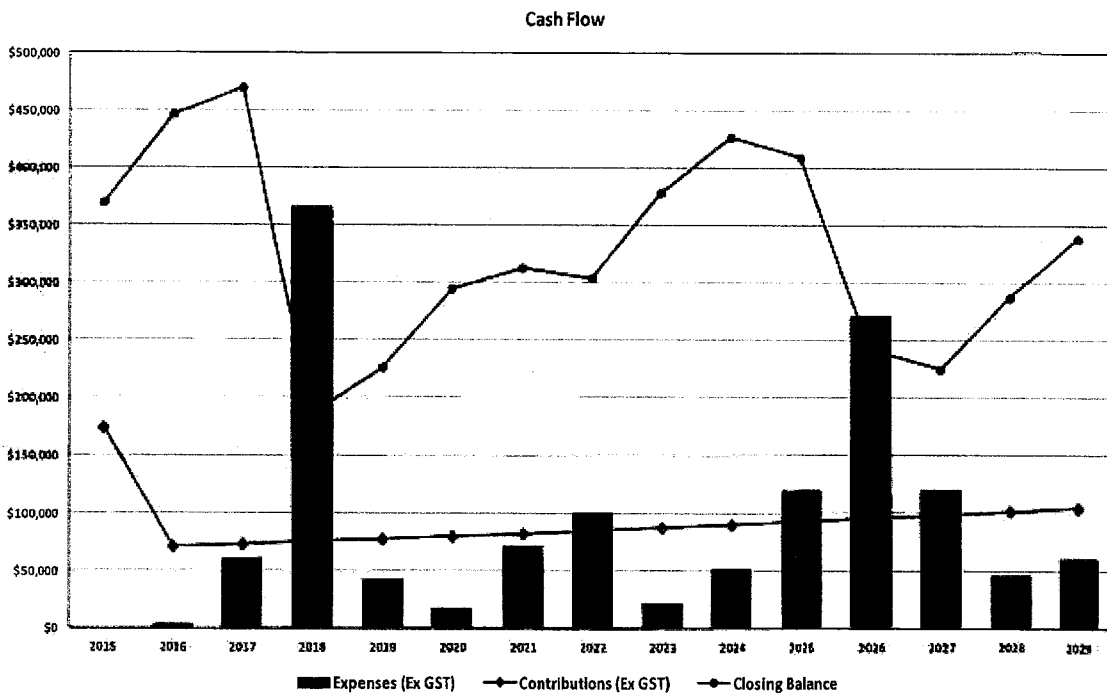
The table below shows the cash flow starting with the anticipated 'Opening Balance' at the start of the first financial year which you provided to us. We then add the 'Total Levy Contributions' for the year and any 'Interest' on balances greater than \$10,000. Any 'Anticipated Expenses' are then allowed for leaving a 'Closing Balance' for the year which in turn becomes the 'Opening Balance' for the following year. In summary:
Opening Balance + Total Levy Contributions + Interest – Anticipated Expenses = Closing Balance

Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	31/08/2015	189,366.00	174,090.91	6,495.67	0.00	369,952.58
2	31/08/2016	369,952.58	70,560.00	9,485.77	3,165.45	446,832.90
3	31/08/2017	446,832.90	72,747.36	10,644.92	60,462.73	469,762.45
4	31/08/2018	469,762.45	75,002.53	7,618.10	366,178.18	186,204.90
5	31/08/2019	186,204.90	77,327.61	4,791.68	41,934.55	226,389.64
6	31/08/2020	226,389.64	79,724.77	6,057.22	16,996.36	295,175.27
7	31/08/2021	295,175.27	82,196.24	7,063.67	71,383.64	313,051.54
8	31/08/2022	313,051.54	84,744.32	7,170.57	100,586.36	304,380.07
9	31/08/2023	304,380.07	87,371.39	7,934.75	20,833.64	378,852.57
10	31/08/2024	378,852.57	90,079.90	9,355.53	51,570.00	426,718.00
11	31/08/2025	426,718.00	92,872.38	9,706.92	120,187.27	409,110.03
12	31/08/2026	409,110.03	95,751.42	7,558.25	270,716.36	241,703.34
13	31/08/2027	241,703.34	98,719.71	5,419.19	120,919.09	224,923.15
14	31/08/2028	224,923.15	101,780.02	5,948.23	45,393.64	287,257.76
15	31/08/2029	287,257.76	104,935.20	7,270.97	60,644.55	338,819.38

Please note that all figures in this table are exclusive of GST

15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the sinking fund and the likely 'Expenses' for each year of this forecast. The three lines in the graph are:
 Contributions line - Total sinking fund contributions per year.
 Closing balance line - Balance in the sinking fund at the end of the year after all income and expenses.
 Closing balance line – Shows the amount left in the sinking fund bank account at the end of the year after all anticipated expenses have been allowed for.



Anticipated Expenditures Table Year 1 - 15

This table shows when expenses will occur in the next 15 years. From left to right the columns are:-

‘**Expenditure Items**’ - lists the different areas and items of expenditure.

‘**Current Cost**’ - shows the current maintenance expenditure costs in today’s dollars.

‘**Year 1**’ to ‘**Year 15**’ - shows the costs in the year in which they occur including the ‘Assumed Rate of Inflation’ compounded annually until the cost is due.

At the bottom on each column there are three lines. Firstly, a ‘**Sub Total (Inc. GST)**’ followed by a line calculating the ‘**Contingency Allowance (Inc. GST)**’ for unforeseen and minor expenses and finally ‘**Total Expenses (Inc. GST)**’ for that year. Please note: This page rounds figures to the nearest whole dollar.

Expenditure Item	Current Cost (2015)	Year 1 (2016)	Year 2 (2017)	Year 3 (2018)	Year 4 (2019)	Year 5 (2020)	Year 6 (2021)	Year 7 (2022)	Year 8 (2023)	Year 9 (2024)	Year 10 (2025)	Year 11 (2026)	Year 12 (2027)	Year 13 (2028)	Year 14 (2029)	Year 15 (2029)
1. Building exterior																
Repair ceilings	33,607	-	-	36,830	-	-	-	-	-	-	-	47,019	-	-	-	-
Repair walls	2,867	-	-	3,142	-	-	-	-	-	-	-	4,011	-	-	-	-
Repair wall trims	49,183	-	-	53,900	-	-	-	-	-	-	-	68,811	-	-	-	-
Repair cable tray	3,110	-	-	3,408	-	-	-	-	-	-	-	4,351	-	-	-	-
Repair beams	10,279	-	-	11,265	-	-	-	-	-	-	-	14,381	-	-	-	-
Repair posts	11,688	-	-	12,809	-	-	-	-	-	-	-	16,353	-	-	-	-
Repair fascia and barge capping	18,905	-	-	20,718	-	-	-	-	-	-	-	-	-	-	-	-
Inspect and repair guttering	5,210	-	-	5,710	-	-	-	-	-	-	-	7,289	-	-	-	-
(total: 623 Lm) -20%	9,914	-	-	10,865	-	-	-	-	-	-	-	13,871	-	-	-	-
Repair downpipes	2,878	-	-	3,154	-	-	-	-	-	-	-	4,027	-	-	-	-
Inspect and repair downpipes	9,801	-	-	10,741	-	-	-	-	-	-	-	13,712	-	-	-	-
(total: 408 Lm) -20%	3,360	-	-	3,682	-	-	-	-	-	-	-	4,701	-	-	-	-
Repair unit doors - one side including architraves	1,927	-	-	2,112	-	-	-	-	-	-	-	2,696	-	-	-	-
Repair balcony doors - one side including architraves	1,010	-	-	1,107	-	-	-	-	-	-	-	1,413	-	-	-	-
Repair standard doors - both sides including architraves	9,037	-	-	10,854	-	-	-	-	-	-	-	-	-	-	-	13,856
Repair fire doors - both sides including architraves	13,051	-	-	15,675	-	-	-	-	-	-	-	-	-	-	-	20,011
Repair or replace door furniture including closers	1,864	-	-	-	-	-	-	-	-	-	2,529	-	-	-	-	-
Maintain / repair aluminium doors	10,419	-	-	-	-	-	-	-	-	-	14,139	-	-	-	-	-
Maintain / repair pedestrian gates	115,372	-	-	126,438	-	-	-	-	-	-	-	-	-	-	-	-
Maintain / repair aluminium windows	1,450	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair metal balustrades	4,800	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace mat	2,248	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair or replace canopy	6,642	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintain storm water drains	205	-	-	225	-	-	-	-	-	-	-	287	-	-	-	-
Repair metal grilles																
Repair large metal grilles																
Sub Total (Incl. GST)	0	0	0	306,106	0	0	26,529	10,523	0	0	16,668	212,215	0	0	33,867	

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Reference No.: 1527792

Expenditure Item	Current Cost (2015)	Year 1 (2016)	Year 2 (2017)	Year 3 (2018)	Year 4 (2019)	Year 5 (2020)	Year 6 (2021)	Year 7 (2022)	Year 8 (2023)	Year 9 (2024)	Year 10 (2025)	Year 11 (2026)	Year 12 (2027)	Year 13 (2028)	Year 14 (2029)	Year 15 (2029)
2. Roof																
Maintain / repair metal roof (total: 3600 m2) -10%	26,827	-	-	29,400	-	-	-	-	-	-	-	37,533	-	-	-	-
Sub Total (incl. GST)		0	0	29,400	0	0	0	0	0	0	0	37,533	0	0	0	0
3. Access for work at heights																
Elevated work platforms and site set up	8,000	-	-	8,767	-	-	-	-	-	-	-	11,193	-	-	-	-
Hire mobile scaffolding for work at heights - up to 4 metres	505	-	-	553	-	-	-	-	-	-	-	707	-	-	-	-
Sub Total (incl. GST)		0	0	9,320	0	0	0	0	0	0	0	11,900	0	0	0	0
4. Main foyer																
Repaint ceilings	2,349	-	-	2,654	-	-	-	-	-	-	-	-	3,388	-	-	-
Repaint walls	4,062	-	-	4,590	-	-	-	-	-	-	-	-	5,859	-	-	-
Repair or replace wall paper (total: 24 m2)	1,845	-	-	2,085	-	-	-	-	-	-	-	-	-	-	-	-
Repair doors - both sides including architraves	602	-	-	680	-	-	-	-	-	-	-	-	868	-	-	-
Repair or replace aluminium / glass doors	1,864	-	-	-	-	-	-	-	-	-	-	-	-	2,772	-	-
Maintain / repair automatic doors	548	-	583	-	-	-	-	679	-	-	-	-	-	790	-	-
Replace non-slip strips	615	-	-	-	-	716	-	-	-	-	-	-	-	-	-	-
Maintain / repair stair tile (total: 2.6 m2)	434	-	-	506	-	-	-	-	-	-	-	-	-	-	-	-
Replace carpet	10,875	-	-	-	-	-	-	13,466	-	-	-	-	-	-	-	-
Inspect and repair balustrades (total: 14 Lm) -20%	849	-	-	-	-	-	1,020	-	-	-	-	-	-	-	-	1,302
Replace metal handrails	984	-	-	-	-	-	1,182	-	-	-	-	-	-	-	-	1,509
Repair or replace joinery	488	-	-	-	-	-	-	604	-	-	-	-	-	-	-	-
Repair or replace furniture	203	-	-	-	-	-	-	251	-	-	-	-	-	-	-	-
Replace mirrors	281	-	-	-	-	-	-	-	-	370	-	-	-	-	-	-
Replace television	500	-	-	-	-	-	-	619	-	-	-	-	-	-	-	-
Sub Total (incl. GST)		0	0	683	0	10,009	1,222	2,202	15,619	0	370	0	10,905	2,772	2,811	
5. Lift hallways																
Repaint ceilings	458	-	-	-	517	-	-	-	-	-	-	-	661	-	-	-
Repair or replace aluminium / glass doors (total: 12)	2,797	-	-	-	-	-	-	-	-	3,681	-	-	-	-	-	-
Replace carpet	1,985	-	-	-	-	-	-	2,458	-	-	-	-	-	-	-	-
Sub Total (incl. GST)		0	0	0	517	0	0	2,458	0	3,681	0	0	661	0	0	0
6. Store rooms																
Repaint ceilings	1,911	-	-	-	2,159	-	-	-	-	-	-	-	2,757	-	-	-
Repaint walls	2,110	-	-	-	2,384	-	-	-	-	-	-	-	3,044	-	-	-
Repair doors - both sides including architraves	6,488	-	-	-	7,331	-	-	-	-	-	-	-	9,359	-	-	-
Sub Total (incl. GST)		0	0	0	11,874	0	0	0	0	0	0	0	15,160	0	0	0

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Breakfree Adelaide / Strata Corporation 11687

Reference No.: 1527792

Expenditure Item	Current Cost (2015)	Year 1 (2016)	Year 2 (2017)	Year 3 (2018)	Year 4 (2019)	Year 5 (2020)	Year 6 (2021)	Year 7 (2022)	Year 8 (2023)	Year 9 (2024)	Year 10 (2025)	Year 11 (2026)	Year 12 (2027)	Year 13 (2028)	Year 14 (2029)	Year 15 (2029)
7. Bathrooms / change rooms																
Repaint ceilings	1,115	-	-	-	1,260	-	-	-	-	-	-	-	1,608	-	-	-
Repaint walls	1,434	-	-	-	1,620	-	-	-	-	-	-	-	2,068	-	-	-
Repaint doors - both sides including architraves	722	-	-	-	816	-	-	-	-	-	-	-	1,041	-	-	-
Maintain / repair ceramic floor tiles (total: 20 m2)	537	-	-	589	-	-	-	1,731	686	-	-	-	-	-	799	-
Repair or replace toilets	1,398	-	-	-	-	-	-	520	-	-	-	-	-	-	-	-
Replace mirrors	420	-	-	-	-	-	-	817	-	-	-	-	-	-	-	-
Maintain basin	660	-	702	-	-	-	-	-	-	-	-	-	952	-	-	-
Sub Total (Incl. GST)		0	702	589	3,696	0	0	3,068	686	0	0	0	5,669	799	0	0
8. Vehicle accessways																
Repaint line marking and road signage	11,409	-	-	12,503	-	-	-	-	14,565	-	-	-	-	-	16,967	-
Topcoat bitumen driveway	66,057	-	-	-	-	-	-	-	-	-	89,641	-	-	-	-	-
Repair bitumen driveway (total: 3918 m2) -10%	11,867	-	12,614	-	-	-	14,253	-	-	-	16,104	-	-	-	-	18,195
Replace speed bumps (total: 7)	850	-	-	932	-	-	-	-	1,085	-	-	-	-	1,264	-	-
Highlight speed bumps	625	-	-	685	-	-	-	-	798	-	-	-	-	929	-	-
Repaint steel bollards	631	-	-	-	-	-	-	-	-	-	-	-	-	938	-	-
Replace steel bollards (total: 16)	1,264	-	-	-	-	-	-	1,565	-	-	-	-	-	-	-	-
Replace storm water grates	452	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintain storm water drains	6,745	-	-	-	-	-	-	8,352	-	-	-	-	-	-	-	-
Repaint garage doors - double	1,327	-	-	1,454	-	-	-	-	-	-	-	-	-	-	-	-
Replace garage doors - double	4,384	-	-	-	-	-	-	-	-	-	-	6,134	-	-	-	-
Repair or replace security card or key system	2,754	-	-	-	-	-	3,308	-	-	-	-	-	-	-	-	-
Replace extraction fan motors	1,731	-	-	-	-	-	2,079	-	-	-	-	-	-	-	-	-
Replace extraction fans	1,576	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair extraction fans	256	264	-	281	-	298	-	317	-	337	-	358	-	381	-	-
Repair extraction ducting	1,299	-	-	-	-	-	1,560	-	-	-	-	-	-	-	-	-
Repaint sprinkler system pipes and sprinkler system	1,193	-	-	-	-	-	-	-	-	-	-	-	1,721	-	-	-
Repair chain wire storage cages (total: 41 Lm - rate 100%)	705	-	-	-	-	-	-	873	-	-	-	-	-	-	-	-
Repair security fence (total: 152 Lm - rate 100%) - 10%	981	-	-	-	-	-	-	1,190	-	-	-	-	-	-	-	-
Repaint ceilings	319	-	-	-	360	-	-	-	-	-	-	-	-	460	-	-
Repaint walls	4,301	-	-	4,860	-	-	-	-	-	-	-	-	-	6,204	-	-
Repaint security fence	6,544	-	-	7,172	-	-	-	-	-	-	-	-	-	-	-	-
Repaint doors - one side including architraves	257	-	-	-	290	-	-	-	-	-	-	-	-	371	-	-
Repaint doors - both sides including architraves	941	-	-	-	1,063	-	-	-	-	-	-	-	-	1,357	-	-
Sub Total (Incl. GST)		0	264	12,614	23,027	298	21,200	12,297	16,448	337	105,745	6,492	10,113	20,479	18,195	0

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Reference No.: 1527792

Expenditure Item	Current Cost	Year 1 (2015)	Year 2 (2016)	Year 3 (2017)	Year 4 (2018)	Year 5 (2019)	Year 6 (2020)	Year 7 (2021)	Year 8 (2022)	Year 9 (2023)	Year 10 (2024)	Year 11 (2025)	Year 12 (2026)	Year 13 (2027)	Year 14 (2028)	Year 15 (2029)
9. External walkways																
Repaint concrete surface	15,867	-	-	16,866	-	-	-	-	-	-	-	-	-	22,888	-	-
Repaint decorative concrete surface	13,636	-	-	14,495	-	-	-	-	-	-	-	-	-	19,669	-	-
Maintain / repair concrete surface (total: 1594 m2) - 10%	7,971	-	-	8,473	-	-	-	-	9,870	-	-	-	-	11,498	-	-
Maintain / repair water drains	11,070	-	-	-	-	-	-	-	13,708	-	-	-	-	-	-	-
Maintain storm water drains	8,993	-	-	-	-	-	-	-	11,136	-	-	-	-	-	-	-
Repaint planterbox	6,650	-	-	-	-	7,747	-	-	-	-	-	-	-	-	9,890	-
Repaint chairs	3,438	-	-	-	-	4,005	-	-	-	-	-	-	-	-	5,113	-
Repaint light poles	597	-	-	-	-	695	-	-	-	-	-	-	-	-	888	-
Repair or replace bins (total: 5)	1,360	-	-	-	-	-	-	-	-	-	-	-	-	-	2,023	-
Repair or replace paving (total: 1026 m2)	7,384	-	-	7,849	-	-	-	-	9,143	-	-	-	-	10,651	-	-
Sub Total (Incl. GST)		0	0	47,683	0	12,447	0	43,857	0	0	0	0	0	64,706	17,914	0
10. Fixtures and fittings																
Maintain common light fittings - internal	506	-	522	-	555	-	589	-	627	-	666	-	708	-	753	-
Maintain common light fittings - external	2,365	-	2,438	-	2,592	-	2,755	-	2,928	-	3,113	-	3,309	-	3,517	-
Replace security cameras	2,732	-	-	-	-	-	-	-	3,383	-	-	-	-	-	-	-
Upgrade security intercom system - per entrance	4,497	-	-	-	-	5,081	-	-	-	-	-	-	-	-	-	6,895
Sub Total (Incl. GST)		0	2,960	0	3,147	5,081	3,344	0	6,938	0	3,779	0	4,017	0	4,270	6,895
11. Building signage																
Replace signage	3,400	-	-	-	-	-	-	-	4,210	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	4,210	0	0	0	0	0	0	0
12. Fence maintenance																
Repair or replace Colorbond panel fence (total: 94 Lm - rate 100%)	1,304	-	-	-	-	-	-	-	-	-	-	-	1,824	-	-	-
Repair or replace metal fence (total: 128 Lm - rate 100%)	1,272	-	-	-	-	-	-	-	1,575	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	1,575	0	0	0	1,824	0	0	0
13. Landscaping																
Garden upgrade	3,200	-	-	-	-	-	-	-	-	4,085	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	4,085	0	0	0	0	0	0
14. Plant - water																
Replace hot water system - domestic gas	8,035	-	-	-	-	-	-	-	-	-	10,576	-	-	-	-	-
Repaint hot water housing	1,250	-	-	-	1,370	-	-	-	-	-	-	-	1,749	-	-	-
Repair or replace garage plumbing	4,000	-	-	-	-	4,520	-	-	-	-	-	-	-	5,770	-	-
Sub Total (Incl. GST)		0	0	0	0	4,520	0	0	0	0	10,576	0	1,749	5,770	0	0

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Reference No.: 1527792

Expenditure Item	Current Cost (2015)	Year 1 (2016)	Year 2 (2017)	Year 3 (2018)	Year 4 (2019)	Year 5 (2020)	Year 6 (2021)	Year 7 (2022)	Year 8 (2023)	Year 9 (2024)	Year 10 (2025)	Year 11 (2026)	Year 12 (2027)	Year 13 (2028)	Year 14 (2029)	Year 15 (2030)
15. Lift																
Overhaul lift motor - 3-5 storey hydraulic	25,666	-	-	-	-	-	-	-	-	33,782	-	-	-	-	-	-
Refurbish lift interior	18,963	-	-	-	-	-	22,775	-	-	-	-	-	-	-	-	-
Sub Total (incl. GST)	0	0	0	0	0	0	22,775	0	0	33,782	0	0	0	0	0	0
16. Lift motor room																
Repaint floor - non-slip	390	-	-	-	441	-	-	-	-	-	-	-	-	563	-	-
Replace air conditioner unit	6,663	-	-	-	-	-	-	-	-	-	-	-	-	9,611	-	-
Sub Total (incl. GST)	0	0	0	0	441	0	0	0	0	0	0	0	0	10,174	0	0
17. Garbage refuse / bin room																
Maintain / repair garbage chute	1,538	-	-	-	-	-	-	1,904	-	-	-	-	-	-	-	-
Sub Total (incl. GST)	0	0	0	0	0	0	0	1,904	0	0	0	0	0	0	0	0
Grand Total (incl. GST)	0	3,224	61,582	372,959	42,711	17,311	72,706	102,449	21,219	52,525	122,413	275,730	123,158	46,234	61,768	
Contingency Allowance (incl. GST)	0	258	4,927	29,837	3,417	1,385	5,816	8,196	1,698	4,202	9,793	22,058	9,853	3,699	4,941	
Grand Total Expenses (incl. Contingency Allowance and GST)	0	3,482	66,509	402,796	46,128	18,696	78,522	110,645	22,917	56,727	132,206	297,788	133,011	49,933	66,709	

Building Data List from the Property Inspection for Breakfree Adelaide

This table has all the data collected by the building inspector while inspecting the complex. The columns from left to right are:-

- 'Items' – identifies and describes the maintenance item
- 'Qty' – lets you know the total quantity of that item
- 'Unit' – is the unit rate used to measure the quantity
- 'Rate' – is the cost of each unit in dollars
- 'Value' – is the quantity (Qty) multiplied by the Rate (\$)
- 'Next Due' - is the remaining life in years until an item needs money spent on it.
- 'Total Life' - is the total life the item after it is replaced, repaired or repainted.
- 'Comments' – details any useful explanatory notes for the item.

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
1. Building exterior							
Repaint ceilings	1,383	m2	24.30	33,607.00	4	8	Ongoing painting program
Repaint walls	118	m2	24.30	2,867.00	4	8	Ongoing painting program
Repaint wall trims	2,024	Lm	24.30	49,183.00	4	8	Ongoing painting program
Repaint cable tray	128	m2	24.30	3,110.00	4	8	Ongoing painting program
Repaint beams	423	Lm	24.30	10,279.00	4	8	Ongoing painting program
Repaint posts	481	Lm	24.30	11,688.00	4	8	Ongoing painting program
Repaint fascia and barge capping	778	Lm	24.30	18,905.00	4	16	Ongoing painting program
Inspect and repair gutting (total: 623 Lm) -20%	125	Lm	41.68	5,210.00	4	8	Inspect and repair as required
Repaint downpipes	408	Lm	24.30	9,914.00	4	8	Ongoing painting program
Inspect and repair downpipes (total: 408 Lm) -20%	82	Lm	35.10	2,878.00	4	8	Inspect and repair as required
Repair unit doors - one side including architraves	140	Ea	70.01	9,801.00	4	8	Ongoing painting program
Repair balcony doors - one side including architraves	48	Ea	70.01	3,360.00	4	8	Ongoing painting program
Repair standard doors - both sides including architraves	16	Ea	120.44	1,927.00	4	8	Ongoing painting program
Repair fire doors - both sides including architraves	6	Ea	168.32	1,010.00	4	8	Ongoing painting program
Repair or replace door furniture including closers	20	Item	451.86	9,037.00	7	8	Repair or replace as required
Maintain / repair aluminium doors	14	Item	932.24	13,051.00	7	8	Replace seals, mechanism repairs
Maintain / repair pedestrian gates	2	Item	932.24	1,864.00	11	20	Maintain / repair as required
Maintain / repair aluminium windows	38	Ea	274.19	10,419.00	11	20	Replace seals, mechanism repairs
Repaint metal balustrades	1,366	Lm	84.46	115,372.00	4	16	Ongoing painting program
Replace mat	1	Ea	1,450.00	1,450.00	8	12	Replace as required
Repair or replace canopy	1	m2	4,800.00	4,800.00	8	10	Repair or replace as required
Maintain storm water drains	1	Item	2,248.34	2,248.00	8	10	Ongoing maintenance program
Repaint metal grilles	72	m2	92.25	6,642.00	12	16	Ongoing painting program
Repaint large metal grilles	2	m2	102.40	205.00	4	8	Ongoing painting program
2. Roof							
Maintain / repair metal roof (total: 3600 m2) -10%	360	m2	74.52	26,827.00	4	8	Maintain / repair as required

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Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
3. Access for work at heights							
Elevated work platforms and site set up	1	Item	6,000.00	8,000.00	4	8	Quotation required
Hire mobile scaffolding for work at heights - up to 4 metres	2	Item	252.25	505.00	4	8	Quotation required
4. Main foyer							
Repaint ceilings	118	m2	19.91	2,349.00	5	8	Ongoing painting program
Repaint walls	204	m2	19.91	4,062.00	5	8	Ongoing painting program
Repair or replace wall paper (total: 24 m2)	24	m2	76.88	1,845.00	5	16	Repair or replace as required
Repaint doors - both sides including architraves	5	Ea	120.45	602.00	5	8	Ongoing painting program
Repair or replace aluminium / glass doors	2	Item	932.24	1,864.00	14	20	Repair or replace as required
Maintain / repair automatic doors	2	Item	274.19	548.00	3	5	Maintain / repair as required
Replace non-slip strips	40	Lm	15.38	615.00	6	10	Replace as required
Maintain / repair stair tile (total: 2.6 m2)	3	m2	144.73	434.00	6	10	Maintain / repair as required
Replace carpet	126	m2	86.31	10,875.00	8	10	Replace as required
Inspect and repair balustrades (total: 14 Lm) -20%	3	Lm	282.90	849.00	7	8	Repair as required
Replace metal handrails	6	Lm	164.00	984.00	7	8	Replace as required
Repair or replace joinery	1	Item	487.50	488.00	8	10	Repair or replace as required
Repair or replace furniture	1	Item	203.33	203.00	8	10	Repair or replace as required
Replace mirrors	1	Item	280.98	281.00	10	15	Replace as required
Replace television	1	Ea	500.00	500.00	8	10	Replace as required
5. Lift hallways							
Repaint ceilings	23	m2	19.91	458.00	5	8	Ongoing painting program
Repair or replace aluminium/glass doors (total: 12)	3	Item	932.24	2,797.00	10	20	Repair or replace as required
Replace carpet	23	m2	86.31	1,985.00	8	10	Replace as required
6. Store rooms							
Repaint ceilings	96	m2	19.91	1,911.00	5	8	Ongoing painting program
Repaint walls	106	m2	19.91	2,110.00	5	8	Ongoing painting program
Repaint doors - both sides including architraves	64	Ea	101.38	6,488.00	5	8	Ongoing painting program
7. Bathrooms / change rooms							
Repaint ceilings	56	m2	19.91	1,115.00	5	8	Ongoing painting program
Repaint walls	72	m2	19.91	1,434.00	5	8	Ongoing painting program
Repaint doors - both sides including architraves	6	Ea	120.40	722.00	5	8	Ongoing painting program
Maintain / repair ceramic floor tiles (total: 20 m2)	4	m2	134.17	537.00	4	5	Maintain / repair as required
Repair or replace toilets	3	Item	465.89	1,398.00	8	10	Repair or replace as required
Replace mirrors	3	Item	140.00	420.00	8	15	Replace as required
Maintain basin	3	Item	220.00	660.00	3	5	Repair as required

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
8. Vehicle accessways							
Repaint line marking and road signage	718	Lm	15.89	11,409.00	4	5	Ongoing painting program
Topcoat bitumen driveway	3,918	m2	16.86	66,057.00	11	12	Reseal as required
Repair bitumen driveway (total: 3918 m2) - 10%	391	m2	30.35	11,867.00	3	4	Repair as required
Replace speed bumps (total: 7)	4	Ea	212.47	850.00	4	5	Replace as required
Highlight speed bumps	7	Ea	89.31	625.00	4	5	Ongoing painting program
Repaint steel bollards	16	Ea	39.46	631.00	14	16	Ongoing painting program
Replace steel bollards (total: 16)	4	Ea	315.89	1,264.00	8	8	Replace as required
Replace storm water grates	3	Ea	150.63	452.00	20	25	Replace as required
Maintain storm water drains	3	Item	2,248.34	6,745.00	8	10	Ongoing maintenance program
Repaint garage doors - double	4	Ea	331.63	1,327.00	4	16	Ongoing painting program
Replace garage doors - double	2	Ea	2,192.13	4,384.00	12	30	Replace as required - not including motor
Repair or replace security card or key system	1	Ea	2,754.22	2,754.00	7	10	Replace as required
Replace extraction fan motors	1	Ea	1,731.23	1,731.00	7	10	Replace as required
Replace extraction fans	1	Ea	1,575.94	1,576.00	17	20	Replace as required
Repair extraction fans	1	Ea	256.31	256.00	2	2	Repair as required
Repair extraction ducting	33	Lm	39.35	1,299.00	7	10	Repair as required
Repair sprinkler system pipes and sprinkler system	354	Lm	3.37	1,193.00	13	16	Ongoing painting program
Repair chain wire storage cages	11	Lm	64.07	705.00	8	10	Repair or replace as required
(total: 41 Lm - rate 100%)	15	Lm	64.07	961.00	8	10	Repair or replace as required
Repair security fence (total: 152 Lm - rate 100%) - 10%	16	m2	19.91	319.00	5	8	Ongoing painting program
Repair ceilings	216	m2	19.91	4,301.00	5	8	Ongoing painting program
Repair walls	152	Lm	43.05	6,544.00	4	16	Ongoing painting program
Repaint security fence	3	Ea	85.59	257.00	5	8	Ongoing painting program
Repaint doors - one side including architraves	11	Ea	85.59	941.00	5	8	Ongoing painting program
Repaint doors - both sides including architraves							
9. External walkways							
Repaint concrete surface	882	m2	17.99	15,867.00	3	10	Ongoing painting program
Repaint decorative concrete surface	758	m2	17.99	13,636.00	3	10	Ongoing painting program
Maintain / repair concrete surface (total: 1594 m2) - 10%	160	m2	49.82	7,971.00	3	5	Repair as required
Maintain / repair water drains	12	Item	922.50	11,070.00	8	10	Maintain / repair as required
Maintain storm water drains	4	Item	2,248.34	8,993.00	8	10	Ongoing maintenance program
Repair planterbox	334	m2	19.91	6,650.00	6	8	Ongoing painting program
Repair chairs	12	Ea	286.50	3,438.00	6	8	Ongoing painting program
Repaint light poles	30	Lm	19.91	597.00	6	8	Ongoing painting program
Repair or replace bins (total: 5)	2	Ea	680.00	1,360.00	14	16	Repair or replace as required
Repair or replace paving (total: 1026 m2)	102	m2	72.39	7,384.00	3	5	Replace as required

20 October 2014

Breakfree Adelaide / Sirata Corporation 11687

Reference No.: 1527792

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
10. Fixtures and fittings							
Maintain common light fittings - internal	2	Item	252.94	506.00	2	2	Ongoing maintenance allowance
Maintain common light fittings - external	6	Item	394.19	2,365.00	2	2	Ongoing maintenance allowance
Replace security cameras	3	Ea	910.58	2,732.00	8	12	Replace as required
Upgrade security intercom system - per entrance	2	Item	2,248.34	4,497.00	5	10	Upgrade as required
11. Building signage							
Replace signage	1	Item	3,400.00	3,400.00	8	10	Quotation required
12. Fence maintenance							
Repair or replace Colorbond panel fence (total: 94 Lm - rate 100%)	10	Lm	130.40	1,304.00	12	15	Repair or replace as required
Repair or replace metal fence (total: 128 Lm - rate 100%)	13	Lm	97.81	1,272.00	8	10	Repair or replace as required
13. Landscaping							
Garden upgrade	1	Item	3,200.00	3,200.00	9	10	Upgrade as required
14. Plant - water							
Replace hot water system - domestic gas	6	Ea	1,339.13	8,035.00	10	15	Replace as required
Repaint hot water housing	4	Ea	312.50	1,250.00	4	8	Ongoing painting program
Repair or replace garage plumbing	1	Item	4,000.00	4,000.00	5	8	Repair or replace as required
15. Lift							
Overhaul lift motor - 3-5 storey hydraulic	2	Ea	12,833.00	25,666.00	10	12	This is an estimate only - lifts need to be individually inspected by a licensed contractor to provide an accurate quote.
Refurbish lift interior	2	Item	9,481.25	18,963.00	7	15	Refurbish as required
16. Lift motor room							
Repaint floor - non-slip	14	m2	27.88	390.00	5	8	Ongoing painting program
Replace air conditioner unit	2	Ea	3,331.25	6,663.00	13	15	Replace as required
17. Garbage refuse / bin room							
Maintain / repair garbage chute	2	Item	768.75	1,538.00	8	10	Maintain / repair as required

Inspector's Report for Breakfree Adelaide

1. Actual Painting quotations can vary to our Painting Cost Estimates due to colour selection changes (i.e.: changing from light to dark or dark to light that may require multiple coats). Often over product specification that includes either an impact membrane or 3 coat system can add up to 15-20% to the painting per square metre rate.
2. **IMPORTANT NOTES ABOUT PAINTING:** Painting a building serves two main purposes: improving the appearance of the building; and protecting the painted surface. From a maintenance point of view, this second purpose is more important. By sealing the surface, paint protects the building from damage caused by water, salt or air pollutants. Although most paints will hold their appearance for at least ten years, before cracking or peeling occurs, they become porous and lose their protective abilities well before this point. As such, we recommend that surfaces are repainted more frequently.

High-quality elastomeric paints, when properly applied, can achieve longer-lasting results, however the higher cost of this paint, lower spread rates and higher labour costs associated with this work tends to increase painting cost by approximately 50%, and so has not been included in this forecast.

Washing or pressure cleaning a painted surface can significantly diminish its function as a protective coating. If the surface is not repainted after the timeframe recommended above it will become more vulnerable to water, salt and/or pollutants. The resulting damage can considerably increase the cost of surface preparation before future repainting and, in extreme cases lead to concrete cancer, requiring major repairs.

3. The painting cost estimates are as accurate as possible. However, due to privacy considerations, access restrictions to some areas and the varied nature of the property, it is recommended that the Strata Corporation obtain quotes for painting work well in advance of when the work is to be carried out to allow for any shortfall or excess in funds.
4. The maintenance of fences between properties is regulated under the Fences Act 1975, which states that each adjoining owner shall pay half the cost of maintain an adequate fence. As such, we have applied a fifty percent rate to all maintenance work on these fences in this report.
5. For aesthetic and practical reasons, the entire maintenance costs for fences dividing the common property from individual lots have been attributed to the Strata Corporation.
6. The bitumen driveway will require resurfacing from time to time in addition to spot maintenance to address minor issues as they arise. An allowance has been made in this report to assist with the cost of these ongoing works based on the average life expectancy of bitumen driveways. Bitumen driveways are more susceptible to environmental factors than other areas of the property, such as heavy rain leading to subsidence and pot-holing and heavy vehicle traffic. It is important that any deterioration is addressed promptly, as the deterioration of bitumen tends to accelerate when not maintained, significantly increasing overall maintenance costs. As such, we recommend that the Strata Corporation regularly monitor the state of repair of the driveway and, if necessary, allocate additional funds for prompt maintenance.
7. The powder coated surfaces throughout the property have a lengthy maintenance-free period when new. After this period these surfaces may be repainted to maintain their appearance. It is important to note that powder coated surfaces will need to be prepared for painting, and that most paints will require an additive to ensure a high quality finish.

8. The powder coated metalwork throughout the property may be subject to a manufacturer's warranty and, as such, the manufacturer's cleaning and maintenance recommendations should be followed to maximise the lifespan of the product.
9. We have recommended that the balance of the Sinking Fund be allowed to increase over the length of this report, leading to a significant balance in the later years. It is necessary to allow a larger balance over time to offset the effects of inflation on building material and labour costs and also to ensure that adequate funds are available to provide for major works (which frequently become necessary as the building ages but which cannot be reliably forecast this far in advance). Based on historical data and current trends, we anticipate that building construction and maintenance costs will increase by approximately fifty percent every fifteen years. This recommendation will be reviewed each time this report is updated, in light of price levels and the state of the building at the time of each update.
10. Monies were budgeted for the maintenance and replacement of window parts on the complex.
11. An allowance for plumbing and drainage maintenance was included for the complex.
12. An allowance for general building maintenance and repairs was added for future works.
13. Monies were budgeted for the maintenance of the common area gardens, landscaping and tree pruning.
14. Money allocated for scaffold can be used for other access equipment eg. boomlift, cherrypicker.
15. A walkway maintenance program was included for repairs and maintenance to the external common area walkways and stairways.
16. Money was allocated to the maintenance of driveway / car park entry gates and the replacement of electric gate motors over time.
17. The metal roof and flashings needs regular maintenance.
18. Lift maintenance has been included in this report.

Report Notes

Sinking Fund Budget (SA)

This budget satisfies the current requirements of Section 26 and 27 of the Strata Titles Act 1988 (SA). The legislation states:-

25—Functions

The functions of the strata corporation are as follows:

(a) to administer and maintain the common property for the benefit of the unit holders and, to such extent as may be appropriate, other members of the strata community;

27—Power to raise money

(1) A strata corporation may raise such funds (including reserve funds for future expenditure of a capital nature) as it thinks necessary.

(2) For the purpose of raising funds the strata corporation may, by resolution, levy contributions against all unit holders.

(3) The contributions—

(a) will be proportional to the unit entitlements of the various units; or

(b) will be determined on such other basis as the strata corporation decides by unanimous resolution.

THIS REPORT DEALS WITH THE SINKING FUND BUDGET.

Figures used and updates - The figures used in the forecast are typical for this type of building and normal usage. The Strata Corporation has some discretion in the timing of most maintenance items. The purpose of this forecast is to ensure monies are available when required to cover foreseeable expenses.

Contingency - A contingency has been allowed for any unforeseen expenses. Please refer to the second page of the report.

Interest, Taxation and Inflation - The standard interest rate used by Solutions in Engineering is based on the Reserve Bank of Australia's (RBA) historical series for Cash Management and Online Savings Account interest rates for the past previous fifteen years. The company tax rate is applied to interest income unless Solutions in Engineering is advised that the Strata Corporation is exempt from tax on external income. The standard inflation rate used by Solutions in Engineering is based upon the entire RBA historical series for Construction, Manufacturing and Property Services inflation, commencing March 1999. While historical figures are not an accurate predictor of specific future outcomes, over the life of this report (fifteen years), interest rates and inflation should approach long-term averages. Changes in economic conditions may affect the accuracy of these figures. This report should be updated at regular intervals to ensure that any such changes are taken into account.

Administration Budget - Items of a recurrent nature that are covered by the administration budget such as maintenance contract for lifts, fire protection equipment, air conditioners, cleaning and gardening are not included. Neither are items of a minor recurrent nature with varying life spans such as light bulbs and exit light battery packs.

Safety - The inspection does not cover safety issues.

Lifts - Due to the many types of lift contracts covering varying parts and aspects of lift maintenance, no allowance is made unless instructed by the Strata Corporation Committee/Representative.

Fire Maintenance - We have assumed that the Fire Maintenance Contractor has covered the Fire Maintenance Items; no allowance is made unless instructed by the Strata Corporation Committee/Representative.

Items with Indefinite Lives - There is no allowance for replacement of items that, if properly maintained, should last indefinitely, (unless otherwise requested by the Strata Corporation); for example: sanitary fittings and lift carriage interiors. This forecast deals only with estimating the timing of physical obsolescence.

Improvements - The Strata Corporation may resolve to undertake improvements not related to normal maintenance. No allowance has been made for these items unless instructed.

Defects - No allowance has been made for correction of defects resulting from faulty construction except where nominated in the report. The inspectors report summarises only issues observed during our inspection and is not a structural report.

Ongoing Maintenance Programs - The lives of some items overall may have been extended indefinitely due to the use of an ongoing maintenance program. When there is any doubt in our minds about how and when an item may need replacement or maintenance, we give control to the Strata Corporation. With allowances for ongoing maintenance programs, allow funds to be available for maintenance, gradual replacement or in some cases accumulation of funds for total replacement in the long term. The lives of some items can vary considerably, especially with issues such as:

- Usage.
- Accidental damage to floor tiles, which may or may not be still available or in stock.
- Fences can be maintained and replaced gradually or all at once.
- Metal and Aluminium Balustrades can last anywhere between 10 and 50 years, depending on the original quality, coatings (painting) and maintenance.
- Concrete driveways that have been cracked but are still perfectly sound and serviceable.
- Pumps and Fans can last indefinitely or wear out relatively quickly. This often depends on the quality of internal construction and finish.

Updates - The forecast is made with the best available data at this time. The forecast should be upgraded at regular intervals. We recommend a minimum of bi-annual updates.

Supply terms and conditions - All services provided by Solutions in Engineering are supplied on the basis of **Supply Terms and Conditions** which are available from our Office and from our website www.solutionsinengineering.com

Please read the information and the notes on the Inspector's report to gain the most from this report.

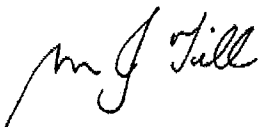
ASBESTOS IDENTIFICATION REPORT No. J157495

CLIENT: Strata Corporation 11687 Inc. C/- Adelaide OHS Consultants **RECEIVED IN LAB:** 27 June 2018
ATTENTION: Katrina Belgrove **DATE ANALYSED:** 28 June 2018
LOCALITY: Breakfree Hotel **SAMPLED BY:** Henry Pearce
ADDRESS: 255 Hindley Street, Adelaide

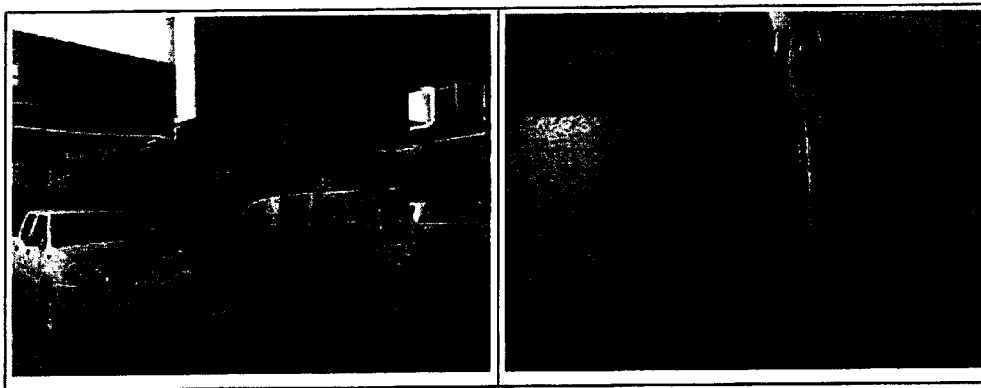
Test Method: Qualitative identification in bulk samples, analysis by Polarised Light Microscopy (including dispersion staining) techniques by the method of- AS 4964 and supplementary work instruction in-house method LOP002

No	Location	Description	Asbestos
2018-001	Ground Floor - Air conditioning ducting gasket	Pliable grey sealant	No

Approved Identifier and Signatory



Michael Till



Please note that the results contained in this report relate only to the sample(s) submitted for testing. Sample Size (40x10x2mm) and Descriptions are approximate only. Chrysotile is commonly known as white asbestos, Amosite is commonly known as brown asbestos and Crocidolite as blue asbestos. SMF (Synthetic Mineral Fibre) is commonly known as glass fibre and was not detected. Organic Fibre includes natural fibres and synthetic organic fibre and was not detected.
 SOF044f NATA ID Report V5 Nov 2017 Report Date: 29 June 2018 Page 1 of 1



S2



Site Safety System S2.2

For

Contractor Control, Including

- ASBESTOS REGISTER**
- SITE ATTENDANCE REGISTER**

255 Hindley Street, Adelaide

Strata Corp # 11687



Inspection Details

Date of inspection: ddd

Inspector name: Rowan Gabb

This Site Specific Asbestos Hazard Site Pack should be referenced in conjunction with the Asbestos Management Plan



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255 Hindley Street, Adelaide

Rowan Gabb

FS309087 2.2

S2

ASBESTOS – WORKPLACE REQUIREMENTS

1. Ensure there is signage at the front of the building (or at reception) indicating there is asbestos in the building.
2. Ensure all items / equipment that contain asbestos are clearly marked that they contain Asbestos Containing Materials (eg fire doors).
3. All contractors are to sign in the Attendance Register (which includes steps to proceed) and which is accompanied by the following documents:
 - a. Hazard / Asbestos Register
 - b. Site Entry Permit

ASBESTOS HAZARD SITE PACK EXPLANATION

This pack is provided to ensure your working conditions are safe and you are aware of hazards / asbestos in your workplace.

All persons **MUST** use the Site Attendance Register, Site Entry Permit and other controls by completing the work safe permit thus demonstrating their safety skill set and understand where the location of the asbestos containing materials are on site.

A risk assessment must be conducted to determine if your work can be undertaken without disturbing the asbestos identified on site.

If it is unsafe to continue or undertake your work, due to the potential release of asbestos fibre, the persons conducting the work **MUST STOP** and immediately contact the manager in control.

Should any renovation, maintenance or demolition work involving asbestos or asbestos related materials (ACM) be planned, persons involved must comply with all mandatory and site management protocols.

The following provides an explanation of how to use this Pack. Please take the time to understand these documents.

Site Attendance Register

All contractors are to sign in the Site Attendance Register to register their attendance and to indicate they are aware of the Asbestos Hazard Register, they have viewed this document, they have completed their required documentation (eg site permits, Safe Work Method Statement, etc) and are OK to proceed with their works.

Asbestos Hazard Register

This form accompanies the Site Attendance Register and is to be viewed by all contractors attending the site.

A copy must also be supplied to:

- any employer or self-employed person whose business is located at the workplace, and
- any person assuming management or control of that workplace, eg, a new building owner or property agent.



255 Hindley Street, Adelaide

Rowan Gabb

S2

FS309087 2.2'

Site Entry Permit





This permit is to be completed by all contractors.

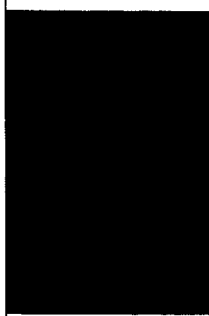

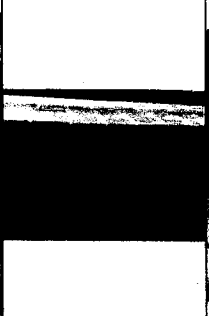



In Case of Emergency


This document documents emergency procedures and contact numbers, should you become injured in the workplace.

ASBESTOS HAZARD REGISTER

ALL CONTRACTORS MUST SIGHT THIS ASBESTOS REGISTER PRIOR TO COMMENCEMENT OF WORKS

IMPORTANT – NATA testing records are to be kept with the Asbestos Hazard Register (where applicable)									
No	Photo	Location	Description/Type	Condition Good/Ave/poor	Friable/ Non- Friable?	Current Controls What controls are currently in place (including labelling)?	Risk Level High Med Low	Control Measure - Elimination - Substitution - Engineering/Isolation - Administrative - PPE	Sample
All work on or near currently identified ACM must have Safe Work Practices applied (Refer to Safe Work Practices contained in S2.2 [Asbestos Site Hazard Pack] or S3 [Asbestos Management Plan])									
1.		Roof eaves and exterior ceiling sheeting throughout building.	No Asbestos						
2.		Pipework lagging throughout site	No Asbestos						
3.		Pipework lagging throughout site (Cont.)	No Asbestos						
4.		Pipework lagging throughout site (Cont.)	No Asbestos						

5.		Hose reel cupboard ceiling insulation	No Asbestos						
6.		Vents, fans and surrounds	No Asbestos						
7.		Fire doors and frames	No Asbestos						
8.		Electrical meter cabinets and switch room	No Asbestos						
9.		Electrical meter cabinets and switch room (Cont.)	No Asbestos						
10.		Temporary car park storage area cement sheeting	No Asbestos						

11.		Rendered surfaces	No Asbestos									
12.		Roof cavity	No Asbestos									
13.		Garbage chute	No Asbestos									
14.		Mechanical ventilation system in car park	Suspected asbestos containing gasket material lining in ductwork.	Good	NF	None	Mod	Administration/ PPE	N			

Notes:

Friable ACM examples include: pipe lagging, boiler insulation, fire retardant material on steel work, sprayed insulation.

Non Friable ACM (usually bonded or mixed with cement or similar material and cannot be crumbled, pulverised or reduced to powder by hand pressure) examples include: asbestos cement sheet, asbestos cement moulded products, bitumen-based water proofing, vinyl floor tiles in good condition.



255 Hindley Street, Adelaide

Rowan Gabb

FS309087 2.2

S2

SITE ENTRY PERMIT

Workplace checklist for contractors / casual workers

Address: 255 Hindley Street, Adelaide

Contractor name: _____

Contractor Company: _____

Emergency contact details (name & phone): _____

All questions must be answered. If you answer no, you cannot proceed. If the question is not applicable – simply put n/a.		Y	N
Can you exit safely from you work area			
Have you been told where the toilets are or fresh water?			
Do you know where first aid is available in this workplace?			
Have you checked the on-site Asbestos Hazard Register?			
Do you have a system in place to ensure that all accidents, incidents and near misses are reported, investigated and recorded, and that appropriate corrective measures are implemented? If not see Incident Report Form. If you understand, tick yes.			
All questions must be answered. If you answer no, you cannot proceed.		Y	N
Do you understand that you must use a portable RCD or similar earth leakage device?			
Have all your electrical equipment including leads been tested & tagged and are current?			
Have you correct PPE for your tasks?			
Do you understand you must STOP WORK if you are not certain of safety?			
I have assessed my tasks and associated hazards and have implemented risk controls by completing a Job Safety Analysis Worksheet (JSA) or Safe Method Work Statement (SWMS) or other risk assessment and will supply a copy of this document on request.			
I understand that should high-risk work be carried out I must have a Work Permit for this workplace (permit to be obtained from the manager in control).			
I understand that any work causing smoke, fire, grinding dust or steam etc requires a Work Permit and controlled isolation of fire detection equipment (permit to be obtained from the manager in control).			
Check 1	Will the on-site hazard (Asbestos and/or Hazard Register) in this workplace impact on your work? If yes, do you have a control in place? If not STOP WORK .		
Check 2	Have you signed the Attendance Register and verified that you have JSA / SWMS / risk controls for all your expected work?		

Signed by contractor or casual worker to acknowledge they have read and understand the safety requirements of this workplace.

Signed: _____ Dated: / /



255 Hindley Street, Adelaide

Rowan Gabb

FS309087 2.2

S2

SITE ENTRY PERMIT

Workplace checklist for contractors / casual workers

Address: 255 Hindley Street, Adelaide

Contractor name: _____

Contractor company: _____

Emergency contact details (name & phone): _____

All questions must be answered. If you answer no, you cannot proceed. If the question is not applicable – simply put n/a.		Y	N
Can you exit safely from you work area			
Have you been told where the toilets are or fresh water?			
Do you know where first aid is available in this workplace?			
Have you checked the on-site Asbestos Hazard Register?			
Do you have a system in place to ensure that all accidents, incidents and near misses are reported, investigated and recorded, and that appropriate corrective measures are implemented? If not see Incident Report Form. If you understand, tick yes.			
All questions must be answered. If you answer no, you cannot proceed.		Y	N
Do you understand that you must use a portable RCD or similar earth leakage device?			
Have all your electrical equipment including leads been tested & tagged and are current?			
Have you correct PPE for your tasks?			
Do you understand you must STOP WORK if you are not certain of safety?			
I have assessed my tasks and associated hazards and have implemented risk controls by completing a Job Safety Analysis Worksheet (JSA) or Safe Method Work Statement (SWMS) or other risk assessment and will supply a copy of this document on request.			
I understand that should high-risk work be carried out I must have a Work Permit for this workplace (permit to be obtained from the manager in control).			
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Check 1	Will the on-site hazard (Asbestos and/or Hazard Register) in this workplace impact on your work? If yes, do you have a control in place? If not STOP WORK.		
Check 2	Have you signed the Attendance Register and verified that you have JSA / SWMS / risk controls for all your expected work?		

Signed by contractor or casual worker to acknowledge they have read and understand the safety requirements of this workplace.

Signed: _____ Dated: / /



255 Hindley Street, Adelaide

Rowan Gabb

FS309087 2.2

S2

SITE ENTRY PERMIT

Workplace checklist for contractors / casual workers

Address: 255 Hindley Street, Adelaide

Contractor name: _____

Contractor company: _____

Emergency contact details (name & phone): _____

All questions must be answered. If you answer no, you cannot proceed. If the question is not applicable – simply put n/a.		Y	N
Can you exit safely from you work area			
Have you been told where the toilets are or fresh water?			
Do you know where first aid is available in this workplace?			
Have you checked the on-site Asbestos Hazard Register?			
Do you have a system in place to ensure that all accidents, incidents and near misses are reported, investigated and recorded, and that appropriate corrective measures are implemented? If not see Incident Report Form. If you understand, tick yes.			
All questions must be answered. If you answer no, you cannot proceed.		Y	N
Do you understand that you must use a portable RCD or similar earth leakage device?			
Have all your electrical equipment including leads been tested & tagged and are current?			
Have you correct PPE for your tasks?			
Do you understand you must STOP WORK if you are not certain of safety?			
I have assessed my tasks and associated hazards and have implemented risk controls by completing a Job Safety Analysis Worksheet (JSA) or Safe Method Work Statement (SWMS) or other risk assessment and will supply a copy of this document on request.			
I understand that should high-risk work be carried out I must have a Work Permit for this workplace (permit to be obtained from the manager in control).			
I understand that any work causing smoke, fire, grinding dust or steam etc requires a Work Permit and controlled isolation of fire detection equipment (permit to be obtained from the manager in control).			
Check 1	Will the on-site hazard (Asbestos and/or Hazard Register) in this workplace impact on your work? If yes, do you have a control in place? If not STOP WORK .		
Check 2	Have you signed the Attendance Register and verified that you have JSA / SWMS / risk controls for all your expected work?		

Signed by contractor or casual worker to acknowledge they have read and understand the safety requirements of this workplace.

Signed: _____ Dated: / /



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SITE ENTRY PERMIT

Workplace checklist for contractors / casual workers

Address: 255 Hindley Street, Adelaide

Contractor name: _____

Contractor company: _____

Emergency contact details (name & phone): _____

All questions must be answered. If you answer no, you cannot proceed. If the question is not applicable – simply put n/a.		Y	N
Can you exit safely from you work area			
Have you been told where the toilets are or fresh water?			
Do you know where first aid is available in this workplace?			
Have you checked the on-site Asbestos Hazard Register?			
Do you have a system in place to ensure that all accidents, incidents and near misses are reported, investigated and recorded, and that appropriate corrective measures are implemented? If not see Incident Report Form. If you understand, tick yes.			
All questions must be answered. If you answer no, you cannot proceed.		Y	N
Do you understand that you must use a portable RCD or similar earth leakage device?			
Have all your electrical equipment including leads been tested & tagged and are current?			
Have you correct PPE for your tasks?			
Do you understand you must STOP WORK if you are not certain of safety?			
I have assessed my tasks and associated hazards and have implemented risk controls by completing a Job Safety Analysis Worksheet (JSA) or Safe Method Work Statement (SWMS) or other risk assessment and will supply a copy of this document on request.			
I understand that should high-risk work be carried out I must have a Work Permit for this workplace (permit to be obtained from the manager in control).			
I understand that any work causing smoke, fire, grinding dust or steam etc requires a Work Permit and controlled isolation of fire detection equipment (permit to be obtained from the manager in control).			
Check 1	Will the on-site hazard (Asbestos and/or Hazard Register) in this workplace impact on your work? If yes, do you have a control in place? If not STOP WORK .		
Check 2	Have you signed the Attendance Register and verified that you have JSA / SWMS / risk controls for all your expected work?		

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Contractor company: _____

Emergency contact details (name & phone): _____

All questions must be answered. If you answer no, you cannot proceed. If the question is not applicable – simply put n/a.		Y	N
Can you exit safely from you work area			
Have you been told where the toilets are or fresh water?			
Do you know where first aid is available in this workplace?			
Have you checked the on-site Asbestos Hazard Register?			
Do you have a system in place to ensure that all accidents, incidents and near misses are reported, investigated and recorded, and that appropriate corrective measures are implemented? If not see Incident Report Form. If you understand, tick yes.			
All questions must be answered. If you answer no, you cannot proceed.		Y	N
Do you understand that you must use a portable RCD or similar earth leakage device?			
Have all your electrical equipment including leads been tested & tagged and are current?			
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I have assessed my tasks and associated hazards and have implemented risk controls by completing a Job Safety Analysis Worksheet (JSA) or Safe Method Work Statement (SWMS) or other risk assessment and will supply a copy of this document on request.			
I understand that should high-risk work be carried out I must have a Work Permit for this workplace (permit to be obtained from the manager in control).			
I understand that any work causing smoke, fire, grinding dust or steam etc requires a Work Permit and controlled isolation of fire detection equipment (permit to be obtained from the manager in control).			
Check 1	Will the on-site hazard (Asbestos and/or Hazard Register) in this workplace impact on your work? If yes, do you have a control in place? If not STOP WORK .		
Check 2	Have you signed the Attendance Register and verified that you have JSA / SWMS / risk controls for all your expected work?		

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Workplace checklist for contractors / casual workers

Address: 255 Hindley Street, Adelaide

Contractor name: _____

Contractor company: _____

Emergency contact details (name & phone): _____

All questions must be answered. If you answer no, you cannot proceed. If the question is not applicable – simply put n/a.		Y	N
Can you exit safely from you work area			
Have you been told where the toilets are or fresh water?			
Do you know where first aid is available in this workplace?			
Have you checked the on site Asbestos Hazard Register?			
Do you have a system in place to ensure that all accidents, incidents and near misses are reported, investigated and recorded, and that appropriate corrective measures are implemented? If not see Incident Report Form. If you understand, tick yes.			
All questions must be answered. If you answer no, you cannot proceed.		Y	N
Do you understand that you must use a portable RCD or similar earth leakage device?			
Have all your electrical equipment including leads been tested & tagged and are current?			
Have you correct PPE for your tasks?			
Do you understand you must STOP WORK if you are not certain of safety?			
I have assessed my tasks and associated hazards and have implemented risk controls by completing a Job Safety Analysis Worksheet (JSA) or Safe Method Work Statement (SWMS) or other risk assessment and will supply a copy of this document on request.			
I understand that should high-risk work be carried out I must have a Work Permit for this workplace (permit to be obtained from the manager in control).			
I understand that any work causing smoke, fire, grinding dust or steam etc requires a Work Permit and controlled isolation of fire detection equipment (permit to be obtained from the manager in control).			
Check 1	Will the on-site hazard (Asbestos and/or Hazard Register) in this workplace impact on your work? If yes, do you have a control in place? If not STOP WORK .		
Check 2	Have you signed the Attendance Register and verified that you have JSA / SWMS / risk controls for all your expected work?		

Signed by contractor or casual worker to acknowledge they have read and understand the safety requirements of this workplace.

Signed: _____ Dated: / /



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INCIDENT REPORT FORM

This section to be completed by contractor

Contractor name:		Date:
Time of incident / accident:	Owner / manager in control:	
Work area:		
Describe the hazard & detail what happened (include area and task, equipment, tools and people involved)		
Possible solutions / how to prevent recurrence (do you have any suggestions for fixing the problem / preventing a repeat?)		

This section to be completed by owner / manager in control

Results of investigation - determine whether the hazard is likely to cause an injury and explain what factors caused the event.		
Action taken – owner / manager in control to identify actions to prevent injury or illness and transfer to Safety Action Plan (SAP).		
Action	Responsibility	Completed
1		
2		
Office action		

Feedback has been provided to person who reported the hazard / incident / accident Y / N	
Contractor name:	Date:
Supervisor / Manager name:	Date:
Who uses this form: Two people – the contractor and owner / manager in control.	
Purpose: When an incident or accident occurs, record what happened, what investigations occurred and what was done to prevent future injury or illness in relation to this incident or accident.	
What should happen? The owner / manager in control keeps the original and a copy is to be given to the contractor.	



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IN CASE OF EMERGENCY

Follow these steps for work related injuries:

1. Report immediately to your supervisor or the owner or manager in control.

For serious injuries / incidents

2. Call 000.
3. **Contact** the manager in control on 8372 2777 or AH 0401 164 989
4. You are at: 255 Hindley Street, Adelaide
5. Your nearest crossroad Hindley Street and West Terrace

Complete Incident Report Form (risk control sheet).

EMERGENCY CONTACT NUMBERS

<u>Globe Medical Clinic</u> (08) 8232 7372	<u>Origin Emergency Gas Line</u> 1800 808 526
<u>Royal Adelaide Hospital</u> (08) 8222 4000	<u>SA Water Emergency</u> 1300 883 121
<u>Poison Information.</u> 13 11 26	<u>SA Power Networks</u> 13 13 66
<u>Police Emergency</u> 000	<u>Police Non-Emergency</u> 13 14 44
<u>State Emergency Service</u> (08) 8463 4171	<u>Adelaide City Council</u> (08) 8203 7203



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SAFE WORK PRACTICES

<p>The drilling of asbestos cement sheeting can release asbestos fibres into the atmosphere, so precautions must be taken to protect the drill operator and other persons from exposure to these fibres. A hand drill is preferred to a battery-powered drill because the quantity of fibres is drastically reduced if a hand drill is used.</p>	
<p>Equipment may be required on site prior to commencing the work (in addition to any equipment required to complete particular task)</p>	<ul style="list-style-type: none"> • A non-powered hand drill or low-speed battery-powered drill or drilling equipment. Battery-powered drills should be fitted with a local exhaust ventilation (LEV) dust control hood wherever possible. If an LEV dust control hood cannot be attached and other dust control methods, such as pastes and gels are suitable then shadow vacuuming techniques should be used. • Disposable cleaning rags. • A bucket of water, or more appropriate and/or a misting spray bottle. • Duct tape, Sealant, Spare PPE • A thickened substance such as wallpaper paste, shaving cream or hair gel. • 200 µm plastic sheeting • A suitable asbestos waste container (eg. 200 µm plastic bags or a drum, bin or skip lined with 200 µm plastic sheeting). • Warning signs and/or barrier tape. • An asbestos vacuum cleaner. • A sturdy paper, foam or thin metal cup, or similar (for work on overhead surfaces only).
PPE	<ul style="list-style-type: none"> • Protective clothing and RPE (see AS1715, AS 1716) it is likely that a class P1 or P2 half face respirator will be adequate for this task, provided the recommended safe work procedure is followed.
Preparing the asbestos work area	<ul style="list-style-type: none"> • If the work is to be carried out at a height, appropriate precautions must be taken to prevent the risk of falls. • Ensure appropriately marked asbestos waste disposal bags are available. • Carry out the work with as few people present as possible. • Segregate the asbestos work area to ensure unauthorized personnel are restricted from entry (eg. Close door and/or use warning signs and/or barrier tape at all entry points). The distance for the segregation should be determined by a risk assessment. • If drilling a roof from outside, segregate the area below. • If access is available to the rear of the asbestos cement, segregate this area as well, as above. • If possible, use plastic sheeting, secured with duct tape, to cover any surface within the asbestos work area that could become contaminated. • Ensure there is adequate lighting. • Avoid working in windy environments where asbestos fibres can be redistributed. • If using a bucket of water, do not resoak used rags in the bucket, as this will contaminate the water. Instead, either fold the rag so a clean surface is exposed or use another rag.
Drilling vertical surfaces	<ul style="list-style-type: none"> • Tape both the point to be drilled and the exit point, if accessible, with a strong adhesive tape such as duct tape to prevent the edges crumbling. • Cover the drill entry and exit points (if accessible) on the asbestos with a generous amount of thickened substance. • Drill through the paste. • Use disposable rags to clean off the paste and debris from the wall and drill it. • Dispose of the rags as asbestos waste, as they will contain asbestos dust and fibres. • Seal the cut edges with sealant. • If a cable is to be passed through, insert a sleeve to protect the inner edge of the hole.



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<p>Drilling overhead horizontal surfaces</p>	<ul style="list-style-type: none"> • Mark the point to be drilled • Drill a hole through the bottom of the cup • Fill or line the inside of the cup with shaving cream, gel or a similar thickened substance. • Put the drill bit through the hole in the cup so that the cup encloses the drill bit, and make sure the drill bit extends beyond the lip of the cup. • Align the drill bit with the marked point. • Ensure the cup is firmly held against the surface to be drilled. • Drill through the surface. • Remove the drill bit from the cup, ensuring that the cup remains firmly against the surface. • Remove the cup from the surface. • Use disposable rags to clean off the paste and debris from the drill bit. • Dispose of the rags as asbestos waste, as they will contain asbestos dust and fibres. • Seal and cut edges with sealant. • If a cable is to be passed through, insert a sleeve to protect the inner edge of the hole.
<p>Decontamination of the work area and equipment</p>	<ul style="list-style-type: none"> • Use disposable rags to clean the equipment. • Carefully roll or fold any plastic sheeting used to cover any surface within the asbestos work area, so as not to spill any dust or debris that has been collected. • If necessary use disposable rags and/or an asbestos vacuum cleaner to clean any remaining visibly contaminated sections of the asbestos work area. • Place debris, used rags, plastic sheeting and other waste in the asbestos waste bags/container. • Wet wipe the external surfaces of the asbestos waste bags/container to remove any adhering dust before they are removed from the asbestos work area.
<p>Personal contamination should be carried out in a designated area clearance procedure</p>	<ul style="list-style-type: none"> • If disposable coveralls are worn, clean the coveralls while still wearing RPE using HEPA vacuum, damp rag or fine water spray. RPE can be cleaned with a wet rag or cloth. • While still wearing RPE, remove coveralls, turning them inside-out to entrap any remaining contamination then place them into a labeled asbestos waste bag. • Remove RPE. If non-disposable, inspect it to ensure it is free from contamination, clean it with a wet rag and store in a clean container. If disposable, cleaning is not required but RPE should be placed in a labeled waste container. <p><u>Refer to the Code of Practice: How to Safely Remove Asbestos for more information.</u></p>
<p>Clearance Procedure</p>	<ul style="list-style-type: none"> • Visually inspect the asbestos work area to make sure it has been properly cleaned. • Clearance air monitoring is not normally required for this task • Dispose of all waste as asbestos waste. <p><u>Refer to the Code of Practice: How to Safely Remove Asbestos for more information.</u></p>



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<p>These tasks should only to be carried out on asbestos that are in good condition. For this reason, the AC material should be thoroughly inspected before commencing the work. There is a risk to health if the surface of asbestos cement sheeting is disturbed (e.g. from hail storms and cyclones) or if the sheeting has deteriorated as a result of aggressive environmental factors such as pollution. If asbestos cement sheeting is so weathered that its surface is cracked or broken, the asbestos cement matrix may be eroded, increasing the likelihood that asbestos fibres will be released. If treatment of asbestos cement sheeting is considered essential, a method that does not disturb the matrix of the asbestos cement sheeting should be used. Under no circumstances should asbestos cement products be water blasted or dry sanded in preparation for painting, coating or sealing.</p>	
<p>Equipment may be required on site prior to commencing the work (in addition to any equipment required to complete particular task)</p>	<ul style="list-style-type: none"> • Disposable cleaning rags. • A bucket of water, or more as appropriate, and/or a misting spray bottle. • Sealant. • A suitable asbestos container. • Warning signs and/or barrier tape.
PPE	<ul style="list-style-type: none"> • Protective clothing and RPE (see AS1715, AS 1716) It is likely that a class P1 or P2 half face respirator will be adequate for this task, provided the recommended safe work procedure is followed. Where paint is to be applied, appropriate respiratory protection to control the paint vapours/mist must also be considered.
Preparing the asbestos work area	<ul style="list-style-type: none"> • If work is to be carried out at a height, precautions must be taken to prevent the risk of falls. • Before starting, assess the asbestos cement for damage. • Ensure appropriately marked asbestos waste disposal bags are available. • Carry out the work with as few people present as possible. • Segregate the asbestos work area to ensure unauthorised personnel are restricted from entry (e.g. close door and/or use warning signs and/or barrier tape at all entry points). The distance for segregation should be determined by a risk assessment. • If working at a height, segregate the area below. • If possible, use plastic sheeting, secured with duct tape, to cover any floor surface within the asbestos work area, which could become contaminated. This will help to contain any runoff from wet sanding methods. • Ensure there is adequate lighting. • If using a bucket of water, do not re-soak used rags in the bucket, as this will contaminate the water. Instead, either fold the rag so a clean surface is exposed or use another rag. • Never use high-pressure water cleaning methods. • Never prepare surfaces using dry sanding methods. Where sanding is required you should consider removing the asbestos and replacing it with a non-asbestos product. • Wet sanding methods may be used to prepare the asbestos, provided precautions are taken to ensure all the runoff is captured, and filtered where possible. Wipe dusty surfaces with a damp cloth.
Painting and sealing	<ul style="list-style-type: none"> • When using a spray brush, never use a high pressure spray to apply the paint. • When using a roller, use it lightly to avoid abrasion or other damage.
Decontaminating the asbestos work area and equipment	<ul style="list-style-type: none"> • Use disposable rags to dean the equipment. • Where required, use disposable rags and/or an asbestos vacuum cleaner to clean the asbestos work area. • Place debris, used rags, plastic sheeting and other waste in the asbestos waste bags/container. • Wet wipe the external surfaces of the asbestos waste bags/container to remove any adhering dust before they are removed from the asbestos work area.
Personal decontamination should be carried out in a designated area	<ul style="list-style-type: none"> • If disposable coveralls are worn, clean the coveralls while still wearing RPE using a HEPA vacuum, damp rag or fine-water spray. RPE can be cleaned with a wet rag or cloth. • Mile still wearing RPE, remove coveralls, turning them inside-out to entrap any remaining contamination and then place them into a labelled asbestos waste bag. • Remove RPE. If non-disposable - inspect it to ensure it is free from contamination, dean it with a wet rag and store in a clean container. If disposable - cleaning is not required but RPE should be placed in a labelled asbestos waste bag or waste container. <p><u>Refer to the Code of Practice: How to safety Remove Asbestos for more information.</u></p>
Clearance procedure	<ul style="list-style-type: none"> • Visually inspect the asbestos work area to make sure it has been properly cleaned. • Clearance air monitoring is not normally required for this task.



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<p>These tasks should only to be carried out on asbestos that are in good condition. For this reason, the AC material should be thoroughly inspected before commencing the work. There is a risk to health if the surface of asbestos cement sheeting is disturbed (e.g. from hail storms and cyclones) or if the sheeting has deteriorated as a result of aggressive environmental factors such as pollution. If asbestos cement sheeting is so weathered that its surface is cracked or broken, the asbestos cement mains may be eroded, increasing the likelihood that asbestos fibres will be released. If treatment of asbestos cement sheeting is considered essential, a method that does not disturb the matrix of the asbestos cement sheeting should be used. Under no circumstances should asbestos cement products be water blasted or dry sanded in preparation for painting, coating or sealing.</p>	
<p>Equipment that may be required on site prior to commencing the work (in addition to any equipment required to complete particular task)</p>	<ul style="list-style-type: none"> • A bucket of water, or more as appropriate, and detergent • A watering can or garden spray. • A hand towel or scoop • Disposable cleaning rags. • A suitable asbestos waste container_ • Warning signs and/or barrier tape.
PPE	<ul style="list-style-type: none"> • Protective clothing and RPE (see AS1715, AS 1716) It is likely that a class P1 or P2 half face respirator will be adequate for this task, provided the recommended safe work procedure is followed.
Preparing the asbestos work area	<ul style="list-style-type: none"> • Since the work is to be carried out at a height, appropriate precautions must be taken to prevent the risk of falls. • Ensure appropriately marked asbestos waste disposal containers are available. • Segregate the asbestos work area to ensure unauthorised personnel are restricted from entry (e.g. use warning signs and/or barrier tape at all entry points). The distance for segregation should be determined by a risk assessment. • Segregate the area below. • Avoid working in windy environments where asbestos fibres can be redistributed. • If using a bucket of water, do not re-soak used rags in the bucket, as this will contaminate the water. Instead, either fold the rag so a clean surface is exposed or use another rag.
Gutter cleaning	<ul style="list-style-type: none"> • Disconnect or re-route the downpipes to prevent any entry of contaminated water into the waste water system and ensure there is a suitable container to collect contaminated runoff. Contaminated water must be disposed of as asbestos waste. • Mix the water and detergent. • Using the watering can or garden spray, pour the water and detergent mixture into the gutter, but avoid over-wetting as this will create slurry. • Remove the debris using a scoop or trowel. Do not allow debris or slurry to enter the water system. • Wet the debris again if dry material is uncovered. • Place the removed debris straight into the asbestos waste container.
Decontaminating the asbestos work area and equipment	<ul style="list-style-type: none"> • Use damp rags to wipe down all equipment used. • Use damp rags to wipe down the guttering. • Where practicable, and if necessary, use an asbestos vacuum cleaner to vacuum the area below. • Place debris, used rags and other waste in the asbestos waste container. • Wet wipe the external surfaces of the asbestos waste container to remove any adhering dust before it is removed from the asbestos work area. • Use damp rags to wipe down all equipment used. • Use damp rags to wipe down the guttering. • Where practicable, and if necessary, use an asbestos vacuum cleaner to vacuum the area below. • Place debris, used rags and other waste in the asbestos waste container. • Wet wipe the external surfaces of the asbestos waste container to remove any adhering dust before it is removed from the asbestos work.
Personal decontamination should be carried out in a designated area	<ul style="list-style-type: none"> • If disposable coveralls are worn, clean the coveralls while still wearing RPE using a HEPA vacuum, damp rag or fine-water spray. RPE can be cleaned with a wet rag or cloth. • While still wearing RPE, remove coveralls, turning them inside-out to entrap any remaining contamination and then place them into a labeled asbestos waste bag. • Remove RPE. If non-disposable - inspect it to ensure it is free from contamination, clean it with a wet rag and store in a clean container. If disposable - cleaning is not required but RPE should be placed in a labeled asbestos waste bag or waste container. <p>Refer to the <i>Code of Practice: How to Safely Remove Asbestos</i> for more information.</p>
Clearance procedure	<ul style="list-style-type: none"> • Visually inspect the asbestos work area to make sure it has been properly cleaned. • Clearance air monitoring is not normally required for this task. • Dispose of all waste as asbestos waste. <p>Refer to the <i>Code of Practice: How to Safely Remove Asbestos</i> for more information.</p>



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<p>Equipment that may be required on site prior to commencing the work (in addition to any equipment required to complete particular task)</p>	<ul style="list-style-type: none"> • Disposable cleaning rags. • A bucket of water, or more as appropriate, and/or a misting spray bottle, • 200 µm thick plastic sheeting. • Cable slipping compound. • Appropriately marked asbestos waste disposal bags. • Spare PPE. • Duct tape. • Warning signs and/or barrier tape. • An asbestos vacuum cleaner.
<p>PPE</p>	<ul style="list-style-type: none"> • Protective clothing and RPE (see AS1715, AS 1716) it is likely that a class P1 or P2 half face respirator will be adequate for this task, provided the recommended safe work procedure is followed.
<p>Preparing the asbestos work area</p>	<ul style="list-style-type: none"> • If the work will be carried out in a confined space, appropriate precautions must be taken to prevent the risk of asphyxiation. • Ensure appropriately marked asbestos waste disposal bags are available. • Carry out the work with as few people present as possible. • Segregate the asbestos work area to ensure unauthorised personnel are restricted from entry (e.g. use warning signs and/or barrier tape at all entry points). The distance for segregation should be determined by a risk assessment. • Use plastic sheeting, secured with duct tape, to cover any surface within the asbestos work area, which could become contaminated. • Place plastic sheeting below the conduits through which cable(s) are to be pulled, prior to pulling any cables. • Ensure there is adequate lighting. • Avoid working in windy environments where asbestos fibres can be redistributed • If using a bucket of water, do not re-soak used rags in the bucket, as this will contaminate the water. Instead, either fold the rag so a clean surface is exposed or use another rag.
<p>Replacement or installation of cables</p>	<ul style="list-style-type: none"> • Wet down the equipment and apply adequate cable slipping compound to the conduits/ducts throughout the process. • Clean all ropes, rods or snakes used to pull cables after use. Cleaning should be undertaken close to the point(s) where the cables exit from the conduits/ducts. • Ropes used for cable pulling should have a smooth surface that can easily be cleaned. • Do not use metal stockings when pulling cables through asbestos cement conduits. • Do not use compressed air darts for pulling cables through asbestos cement conduits/ducts.
<p>Decontaminating the asbestos work area and equipment</p>	<ul style="list-style-type: none"> • Use damp rags to clean the equipment. • Wet wipe around the end of the conduit, sections of exposed cable and the pulling eye at the completion of the cable pulling operation. • If the rope or cable pass through any rollers, these must also be wet wiped after use. • Wet wipe the external surface of excess cable pulled through the conduit/duct, as close as possible to the exit point from the conduit, before it is removed from the work site. • Carefully roll or fold any plastic sheeting used to cover any surface within the asbestos work area, so as not to spill any dust or debris that has been collected. • If required, use damp rags or an asbestos vacuum cleaner to clean any remaining visibly contaminated sections of the asbestos work area. • Place all debris, used rags, plastic sheeting and other waste in the asbestos waste bags/container. • Wet wipe the external surfaces of the asbestos waste bags/container to remove any adhering dust before they are removed from the asbestos work area.
<p>Personal decontamination should be carried out in a designated area</p>	<ul style="list-style-type: none"> • If disposable coveralls are worn, clean the coveralls while still wearing RPE using a HEPA vacuum, damp rag or fine-water spray. RPE can be cleaned with a wet rag or cloth. • While still wearing RPE, remove coveralls, turning them inside-out to entrap any remaining contamination and then place them into a labeled asbestos waste bag. • Remove RPE. If non-disposable - inspect it to ensure it is free from contamination, clean it with a wet rag and store in a dean container. If disposable - cleaning is not required but RPE should be placed in a labeled asbestos waste bag or waste Container. <p><u>Refer to the Code of Practice: How to Safely Remove Asbestos for more information.</u></p>



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<p>If the asbestos-containing electrical mounting panel has to be removed for work behind the board, the procedures for removing electrical meter boards outlined in the <i>Code of Practice: How to Safely Remove Asbestos</i> should be followed. If drilling is required, the control process should be consistent with the measures described in <i>Safe Work Practice</i>.</p>	
<p>Equipment that may be required on site prior to commencing the work (In addition to equipment required to complete particular task)</p>	<ul style="list-style-type: none"> • A non-powered hand drill or a low-speed battery-powered drill or drilling equipment. Battery-powered drills should be fitted with a LEV dust control hood wherever possible. If a LEV dust control hood cannot be attached and other dust control methods, such as pastes and gels, are unsuitable then shadow vacuuming techniques should be used. • Duct tape. • Warning signs and/or barrier tape • Disposable cleaning rags. • A plastic bucket of water and for a misting spray bottle. • Spare PPE. • A suitable asbestos waste container, • 200 µm plastic sheeting. • An asbestos vacuum cleaner.
PPE	<ul style="list-style-type: none"> • Protective clothing and RPE (see AS1715, AS 1716) it is likely that a class P1 or P2 half face respirator will be adequate for this task, provided the recommended safe work procedure is followed.
Preparing the asbestos work area	<ul style="list-style-type: none"> • Because the asbestos work area will involve electrical hazards, appropriate precautions must be taken to prevent the risk of electrocution. • Ensure appropriately marked asbestos waste disposal bags are available. • Carry out the work with as few people present as possible. • Segregate the asbestos work area to ensure unauthorised personnel are restricted from entry (e.g. use warning signs and/or barrier tape at all entry points). The distance for segregation should be determined by a risk assessment. • Use plastic sheeting, secured with duct tape, to cover any surface within the asbestos work area which could become contaminated • Ensure there is adequate lighting. • Avoid working in windy environments where asbestos fibres can be redistributed. • If using a bucket of water, do not re-soak used rags in the bucket, as this will contaminate the water. Instead, either fold the rag so a clean surface is exposed or use another rag.
Work on electrical mounting panels	<p>Providing the panel is not friable, maintenance and service work may include:</p> <ul style="list-style-type: none"> • Replacement of asbestos containing equipment on the electrical panel with non-asbestos equipment • Operation of main switches and individual circuit devices • Pulling/inserting service and circuit fuses • Bridging supplies at meter bases • Use testing equipment • Accessing the neutral link • Installation of new components/equipment.
Decontaminating the asbestos work area and equipment	<ul style="list-style-type: none"> • Use disposable rags to clean the equipment. • Carefully roll or fold any plastic sheeting used to cover any surface within the asbestos work area, so as not to spill any dust or debris that has been collected. • In areas where there is an electrical hazard, an asbestos vacuum cleaner should be used to remove any dust or debris from the mounting panel and other visibly contaminated sections of the asbestos work area. • In areas where there is no electrical hazard, wet wiping with a damp rag can be used to remove minor amounts of dust or debris. • Place debris, used rags, plastic sheeting and other waste in the asbestos waste bags in container. • Wet wipe the external surfaces of the asbestos waste bags/container to remove any adhering dust before they are removed from the asbestos work area.
Personal decontamination should be carried out in a designated area	<ul style="list-style-type: none"> • If disposable coveralls are worn, clean the coveralls while still wearing RPE using a HEPA vacuum, damp rag or fine-water spray. RPE can be cleaned with a wet rag or cloth. • While still wearing RPE, remove coveralls, turning them inside-out to entrap any remaining contamination and then place them into a labeled asbestos waste bag. • Remove RPE. If non-disposable - inspect it to ensure it is free from contamination, decontaminate with a wet rag and store in a clean container. If disposable - cleaning is not required but RPE should be placed in a labeled asbestos waste bag or waste container. <p>Refer to the <i>Code of Practice: How to Safely Remove Asbestos</i> for more information.</p>



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Photographic examples of asbestos¹:



Figure 2: Saw-tooth design roof with corrugated asbestos cement roof sheets.

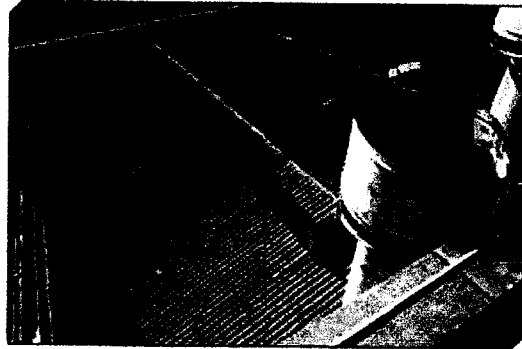


Figure 3: Corrugated asbestos cement roof sheets.



Figure 4: Corrugated asbestos cement roof sheets.

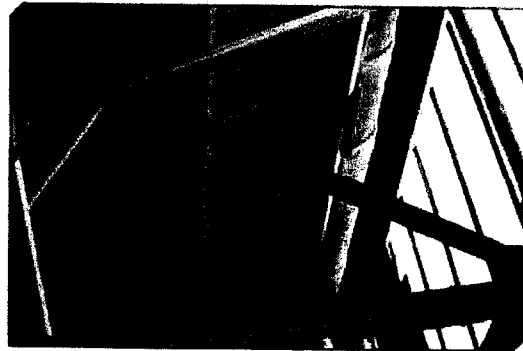


Figure 5: Underside of an asbestos cement sheet roof.

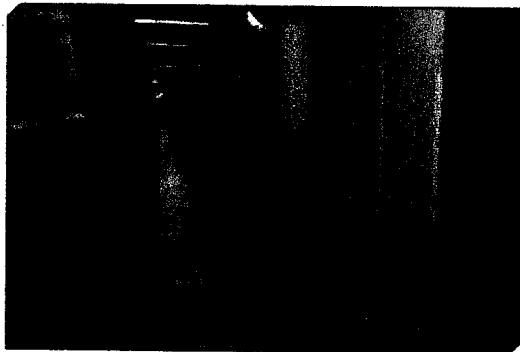


Figure 6: Vinyl tiles containing asbestos.

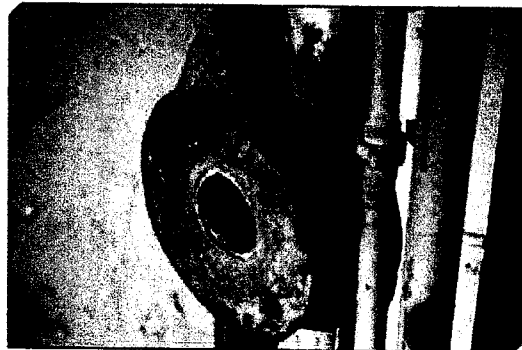


Figure 7: Asbestos-containing gasket.

¹ Asbestos - A Handbook for Workplaces, WorkSafe Victoria



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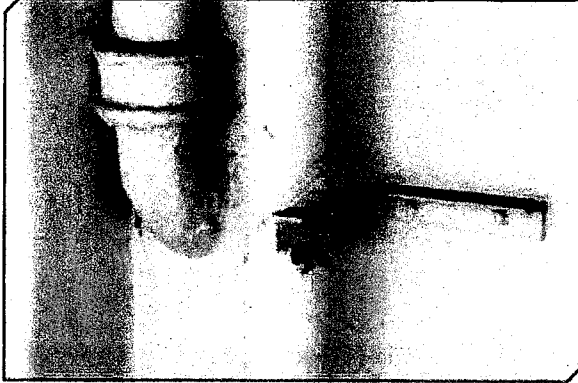


Figure 8: Damaged and exposed pipe wrapped with asbestos lagging.



Figure 9: Labelled pipe wrapped in asbestos lagging.



Figure 10: Exposed asbestos lagging on pipe.

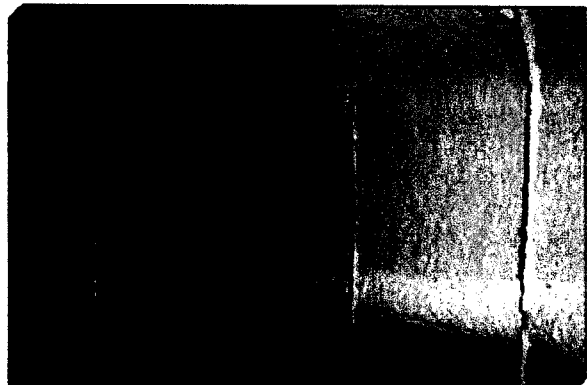


Figure 11: Sprayed asbestos.



Figure 12: Deteriorated asbestos-containing mastic between window frame and bricks.



Figure 13: Fire-rated door containing asbestos.



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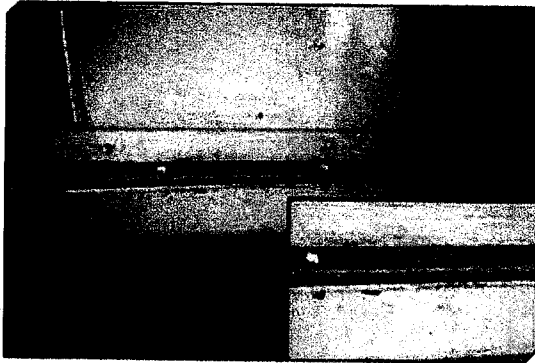


Figure 14: Asbestos rope seal in duct join with close-up inset.

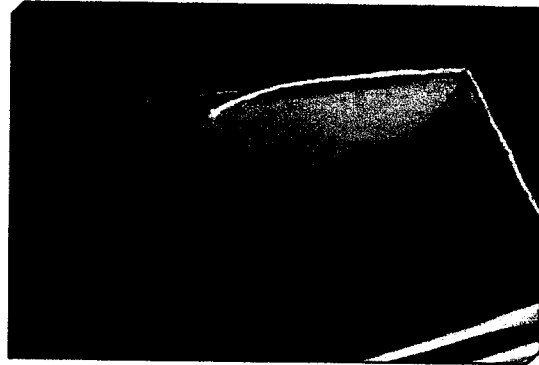


Figure 15: Detached asbestos rope seal and remnant debris on duct.

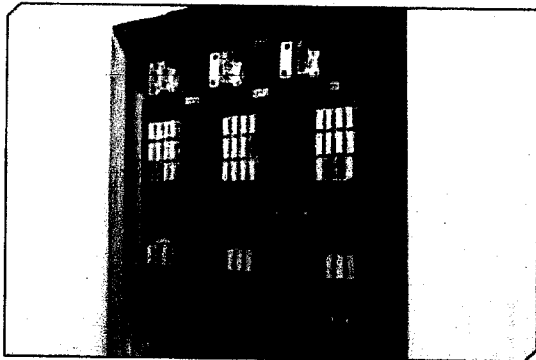


Figure 16: Asbestos-containing zelemite electrical switchboard panel.

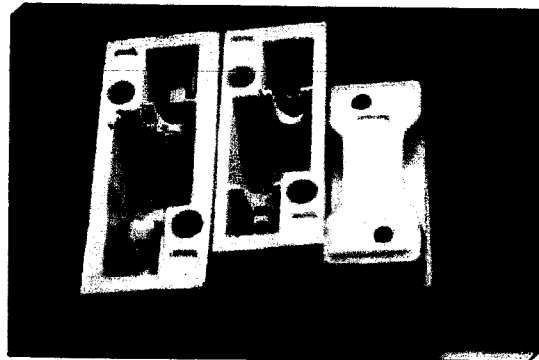


Figure 17: Frangible asbestos insulation in an electrical fuse housing.

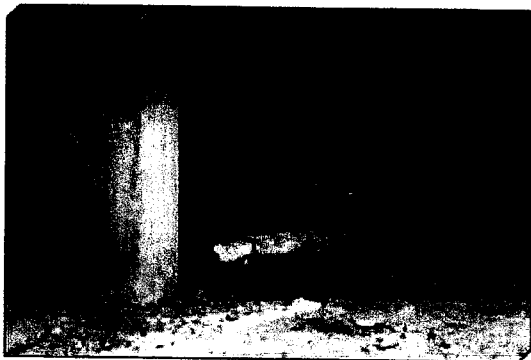


Figure 18: Unfixed asbestos lagging from a pipe



Figure 19: These pieces of broken asbestos cement sheet are not fixed or installed.



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Examples of Asbestos Containing Materials:

Examples of Asbestos Containing Materials²	
A	Airconditioning ducts – exterior or interior acoustic and thermal insulation
	Arc shields in lift motor rooms or large electrical cabinets
	Asbestos-based plastics products – electrical insulates, acid-resistant compositions or aircraft seats
	Asbestos ceiling tiles
	Asbestos cement conduits
	Asbestos cement electrical fuse boards
	Asbestos cement external roofs and walls
	Asbestos cement in the use of form work when pouring concrete
	Asbestos cement internal flues and downpipes
	Asbestos cement moulded products, such as gutters, ridge cappings, gas meter covers, cable troughs and covers
	Asbestos cement pieces for packing spaces between floor joists and piers
	Asbestos cement underground pits, as used for traffic control wiring and telecommunications cabling
	Asbestos cement render, plaster, mortar and coursework
	Asbestos cement sheet
	Asbestos cement sheet behind ceramic tiles
	Asbestos cement sheet internal over exhaust canopies, such as ovens and fume cupboards
	Asbestos cement sheet internal walls and ceilings
	Asbestos cement sheet underlay's for vinyl
	Asbestos cement storm drain pipes
	Asbestos cement water pipes (usually underground)
	Asbestos containing laminates (eg Formica) used where heat resistance is required (eg ships)
	Asbestos containing pegboard
	Asbestos felts
	Asbestos marine board (eg marinate)
	Asbestos mattresses used for covering hot equipment in power stations
	Asbestos paper used variously for insulation, filtering and production of fire resistant laminates
	Asbestos roof tiles
	Asbestos textiles
	Asbestos textile gussets in air conditioning ducting systems
	Asbestos yarn
Autoclave / steriliser insulation	
B	Bitumen based water proofing, such as malthoid (typically on roofs and floors, but also in brickwork)
	Bituminous adhesives and sealants
	Boiler gaskets
	Boiler insulation, slabs and wet mix
	Brake disc pads
	Brake linings
	Cable penetration insulation bags
	Calorifier insulation
	Car body filters (not common)
	Caulking compounds, sealant and adhesives
	Cement render
	Chrysotile wicks in kerosene heaters
	Clutch faces

² Asbestos - A Handbook for Workplaces, WorkSafe Victoria



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Examples of Asbestos Containing Materials²	
	Compressed asbestos cement panels for flooring, verandas, bathrooms and steps for demountable buildings
	Compressed asbestos fibres (CAF) tread in brakes and gasket, for plant and automobiles
D	Door seals on ovens
E	Electric heat banks-block insulation
	Electric hot water services- normally not asbestos but some millboard could be present
	Electric light fittings, high wattage, insulation around fitting (and bituminised)
	Electrical switchboards – (see pitch-based
	Exhausts on vehicles
F	Filler in acetylene gas cylinders
	Filters – beverages, wine filtration
	Fire blankets
	Fire curtains
	Fire door insulation
	Fire-rated wall rendering containing asbestos and mortar
	Fire-resistant plaster board, typically on ships
	Fire-retardant material on steel work supporting reactors on columns in refineries in the chemical industry
	Flexible hoses
	Floor vinyl sheets
	Floor vinyl tiles
	Fuse blankets and ceramic fuses in switchboards
G	Galbestos™ roofing materials (decorative coating on metal roof for sound proofing)
	Gaskets — chemicals, refineries
	Gaskets — general
	Gauze mats in laboratories /chemical refineries
	Gloves – for insulation against heat
H	Hairdryers – insulation around heating elements
	Header (manifold) insulation
I	Insulation blocks
	Insulation in electric reheat units for air-conditioner systems
L	Laboratory bench tops
	Laboratory hum cupboard panels
	Laboratory ovens — wall Insulation
	Lagged exhaust pipes on emergency power generators
	Lagging in penetrations in fireproof walls
	Lifts shafts – asbestos cement panels lining the shaft at the opening of each floor, and asbestos packing around penetrations
	Limpet asbestos spray Insulation
	Locomotives (steam) lagging on boilers, steam lines, steam dome and gaskets
	Loose fill insulation
	Low density fibre board (e.g. asbestos).
M	Mastics
	Millboard between heating units and walls
	Millboard lining of switchboxes
	Mortar
P	Packing materials for gauges, valves, etc - can be square packing, rope or loose fibre
	Packing materials on window anchorage points In high rise buildings
	Paint, typically industrial epoxy paint
	Penetrations through concrete slabs in high rise buildings
	Pipe insulation including moulded section, water-mix type, rope braid and sheet
	Pitch-based (eg Zelemite, Ausbestos, Lebah) electrical switchboard
	Plaster and plaster cornice adhesives, Pump insulation



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Examples of Asbestos Containing Materials²	
R	Refractory linings
	Refractory tiles
	Roof tiles
	Rubber articles – extent of usage unknown
S	Sealant between floor slab and walls, usually in boiler rooms, risers or lift shafts
	Sealant or mastic on windows
	Sealants and mastics in air-conditioning ducting joints
	Spackle or plasterboard wall jointing compounds
	Sprayed insulation —acoustic wall and ceiling
	Sprayed insulation— beams and ceiling slabs
	Sprayed insulation — fire retardant sprayed on nuts internally, for bolts holding external building wall panels
T	Stoves —old domestic type, wall insulation
	Tape and rope — fagging and jointing
	Tapered ends of pipe lagging, where lagging is not necessarily asbestos
	Tilux sheeting in place of ceramic tiles in bathrooms
	Trailing cable under lift cabins
	Trains - guards vans, millboard between heater and wall
V	Trains – Harris cars (sprayed asbestos between steel shell and laminex)
	Valve insulation
W	Welding rods
	Woven asbestos cable sheath

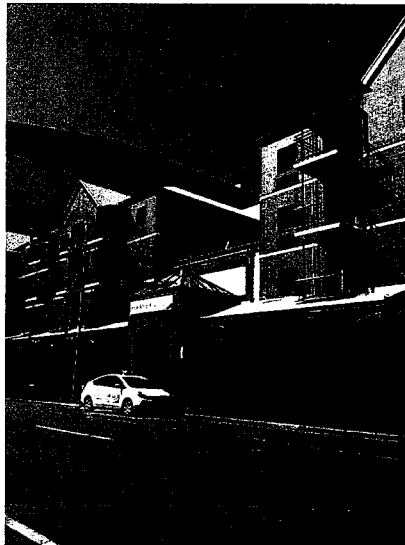


Signature Asbestos Management Plan (AMP)

for

255 Hindley Street, Adelaide

Strata Corp # 11687



Inspection Details

Date of inspection: 3 October 2013

Inspector name: Rowan Gabb



SAFETY ACTION PLAN (ASBESTOS)

THIS PLAN IS TO BE ENDORSED AND ACCEPTED BY OWNERS AND MANAGERS IN CONTROL OF THE SPACE AS DESCRIBED IN REPORTS

To this end the responsible persons namely, managers and owners giving managers authority to act, is to sign this Safety Action Plan (SAP) as is, or an edited version. Signing accepts that not only is plan acceptable, but all processes and protocols will be actively adopted, periodically checked and measured to ensure contents meets highest controls for managing the **HAZARDS**.

STRATEGIC SAFETY POLICY TO BE ADOPTED IS – “STOP WORK”

It is to be communicated through all instructions that any persons unsure about work safety processes MUST immediately “STOP WORK” and call management for instructions on whether to proceed or not.

Site Safety Protocols

The Safety Management Plan and Asbestos Hazard Register MUST be displayed at the property to ensure it is clearly available for all persons including employees, contractors or visitors.

Critical statement

It is imperative that all persons associated with this site understand without exception they have full responsibility, regardless of commercial agreements or chain of authority.

Mandatory Management tasks under this Plan

Step 1 - Site Set up

- Identify asbestos on site
- Prepare an asbestos register
- Display register on site – clearly available
- Ensure Attendance Register is available to record site activity and used as a control for contractor management
- Provide a Contractor Management process
- Review and continuance

Step 2 - Communication

- The content of this SAP needs to be communicated to contractors and others so that they are fully aware of hazards and do not disturb any asbestos on site. Work order requests MUST provide alerts to all contractors re access to the SAP and Asbestos Hazard Register on site.

**Step 3 - Responsible Persons**

- The SAP includes a table to record contact details for responsible people, ie "Duty of Care Stakeholders".
- It is important that there is at least one, preferably two, names on the Duty of Care Stakeholders table in the SAP - the manager in control with full details, and a committee representative nominated as a secondary contact.
- The contact person needs to instruct the caller to follow the control measures in place within the SAP and record same.
- Should no contact be available the "STOP WORK " policy applies

Step 4 - Implementation of Control Measures identified in the Asbestos Site Survey by contractors

- Refer to the Asbestos Hazard Assessment Summary Table within this AMP.
- Review the risk and control measures that have been recommended.
- Follow the advice within the SAP / AMP and ensure that the control measures are adequately implemented.
- Sign in the Attendance Register noting full understanding of protocols and read and sign the Site Entry Permit acknowledging safety methods will be followed.

Step 5 - Review and update the Asbestos Register and the SAP as necessary

An annual reassessment may be required (including a review of both documents and the condition of the asbestos on site) as it is necessary to check the condition of the asbestos and ACM on the property, on a regular basis. This is to ensure that any deterioration and / or alteration of such material or the environment in which it is located is identified and addressed.

Changes to the asbestos and ACM on the property will require an update to the Asbestos Hazard Register and changes to the Asbestos Management Plan to ensure that the property remains free of associated risks to health and safety.



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DATE 3 October 2013

The Owners Corporation

Dear Sir/Madam,

Re: Positive identification of asbestos

This plan has been developed following the positive identification of asbestos or asbestos containing materials at your common area/workplace and is to be referenced in conjunction with the common area/workplace Asbestos Hazard Register.

This plan must be implemented, reviewed and maintained to ensure the information and guidance it provides is up to date and it must be readily assessable for workers and contractors on site. We recommend a copy of this plan is kept at the common area/workplace for this purpose.

Throughout the plan the word 'should' is used to indicate a recommended course of action, while 'may' is used to indicate an optional course of action.

This plan includes various references to the provisions of OHS nationally and includes the OHS Act 2004 and OHS Regulations 2007, which set out the legal requirements applicable in Victoria. The words 'must', 'requires' or 'mandatory' indicate that a legal requirement exists and must be complied with.

To meet duty of care it should be recognized that the courts may apply standards and practices commonly used that could well be above existing state legislation. In this light, our safety philosophy and subsequent policies always address this eventuality. To this end our company applies current professional Risk Management practices.

Sincerely,

A handwritten signature in black ink, appearing to read "Rowan Gabb".



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SECTION 1

1. Introduction

The Owners Corporation is committed to the preparation and maintenance of a Safety Management Plan - Asbestos - to manage and control the asbestos and asbestos containing materials (ACM) identified in the workplace. This SAP shall be reviewed at least annually, and if necessary revised. Revisions need to be recorded in the associated asbestos document management control register and necessary updates made to the Asbestos Hazard Register.

Health risks of asbestos

Asbestos is a fibrous mineral, which was used extensively in buildings, primarily for its heat-resistant and bonding qualities. The inhalation of airborne asbestos fibres has been linked to a number of respiratory diseases, including asbestosis, mesothelioma and lung cancer. These fibres are released and become airborne from loose (Friable) asbestos and from bonded asbestos in ACM when it is damaged or disturbed.

Materials containing asbestos were used extensively in many buildings until the late 1980s and less frequently thereafter until 31st December, 2003, when they were banned from use in Victoria due to the health risks their use poses. Since the ban on asbestos in 2003, workers are now most likely to be exposed to airborne asbestos fibres during removal, demolition and maintenance work involving ACM.

As buildings containing asbestos age and are maintained, remodelled or demolished, the potential for exposure to asbestos fibres increases for workers and members of the public. For this reason, requirements for managing and removing asbestos and ACM have been introduced.

As a basic guide, tenants and owners can manage the risks of asbestos by:

- being aware of what asbestos is and where it can be found;
- having suspicious materials sampled and tested by a competent person and by treating suspicious materials as though they are asbestos;
- being aware of the responsibilities of clients (which can include householders and renovators) and the responsibilities of asbestos removalists under relevant legislation (see below);
- ensuring that work involving the removal of 10 or more square metres of bonded asbestos is carried out by a licensed asbestos removalist;
- ensuring the work involving the removal of any amount of friable asbestos is carried out by a licensed asbestos removalist;
- Ensuring that any work carried out on asbestos is carried out in accordance with the relevant legislation (see below).

Asbestos is typically found

Asbestos was typically used in fibro roofs, walls and soffits as well as in 'wet' areas such as kitchens, bathrooms and laundries. Asbestos cement can also be found in flat, profiled, corrugated and compressed sheets, shingles, weatherboards, rigid board insulation and many building products including flue pipes and guttering. An extensive list of examples of ACM is available and can be found on all state and safe work Australia websites.

Second hand materials, or products containing asbestos, can also have been installed or used after asbestos was banned and may still be found in newer buildings.



It is very important to understand that ACM that is in stable condition and unlikely to be damaged or deteriorate generally, will not pose a significant health risk and can be left in place, provided that it is properly maintained. It will generally only be necessary to remove ACM when it actually poses a risk to health and safety which cannot be controlled, such as when it is friable or in an unstable condition, or where it is likely to be damaged or deteriorate if left in its current location.

How is asbestos identified?

In the vast majority of ACM, asbestos is mixed with other substances on a microscopic level (such as with cement in asbestos cement sheeting) and is indistinguishable from non-ACM. As such, it is often difficult to conclusively determine whether or not a material contains asbestos by sight. Experienced and competent inspectors will be able to identify suspect materials based on their age, location, purpose, use and a range of other indicative factors.

The only way to be certain that a material contains asbestos is to have a sample analysed by a laboratory. Unfortunately, taking samples of suspect material is both a hazardous and expensive process. Due to the cost and risk involved in sampling suspect material, the Managing Asbestos in Workplaces Compliance Code 2008 recommends that, in most cases, suspect materials be 'assumed' to contain asbestos. Once a material is assumed to contain asbestos, it must be treated exactly like all other ACM.

Where asbestos is present the risk to owners and managers is significant both in terms of health and legal liability, particularly if measures to manage this risk are not in place.

Legislative Requirements

National and Victorian occupational health and safety legislation provides specific guidelines for the regulation of asbestos related risks in places where people may work. The legislation places legal obligations on certain people and details the requirements that must be complied with.

To discharge your occupational health and safety obligations with regard to asbestos, you must comply with the:

- Occupational Health and Safety Act 2004 ('the Act')— Is the cornerstone of legislative and administrative measures to improve occupational health and safety in Victoria and establishes general duties for all stakeholders;
- Occupational Health and Safety Regulations 2007 ('the Regulations') — The asbestos part of the Regulations imposes strict requirements on how people with management or control, employers and self-employed persons identify and control exposure to airborne asbestos fibres in workplaces;
- Managing Asbestos in Workplaces Compliance Code 2008 — This compliance code provides practical guidance to those who have duties under the Act and/or the Regulations relating to situations (except asbestos removal) where a risk to health could arise from exposure to asbestos;
- Removing Asbestos in Workplaces Compliance Code 2008 — This compliance code provides practical guidance to those who have duties under the Act and/or the Regulations relating to the safe removal of ACM from workplaces.

This Asbestos Management Plan should be kept at the common area/workplace to ensure it is accessible for employees and for contractors visiting the site to work.



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Definitions

Asbestos	The fibrous form of those mineral silicates belonging to the serpentine or amphibole groups of rock-forming minerals, including actinolite, amosite (brown asbestos), anthophyllite, chrysotile (white asbestos), crocidolite (blue asbestos) and, tremolite or any mixture containing one or more of the mineral silicates belonging to the serpentine and amphibole groups.
Asbestos-containing material (ACM)	Any material, object, product or debris that contains asbestos.
Asbestos Register	A register recording the type, condition and location of all asbestos and asbestos containing materials
Asbestos related work	Work involving asbestos in some manner.
Asbestos removal work	Asbestos removal work (in a workplace) refers to removal of asbestos that is fixed or installed in a building, structure, ship or plant so it is no longer fixed or installed up to the point of containment. 'Division 7 — Removal of asbestos' in Part 4.3 of the Regulations specifically covers asbestos removal work.
Competent person	A person who has acquired the qualification, experience, knowledge or skill to carry out the task through training and or/research.
A person	The maximum allowable airborne concentration of a particular substance, which, if exceeded indicates a need to implement a control, action or other requirement. Control levels are generally set at no more than half the NES for the substance. Control levels are occupational hygiene 'best practice', and are not health-based standards Control Monitoring means air monitoring, using static or positional to measure the level of airborne asbestos fibres in an area during work on ACM. Control monitoring is designed to assist in assessing the effectiveness of control measures. Its results are not representative of actual occupational exposures, and should not be used for that purpose.
Dust and debris	Visible particles, fragments or chunks of material, large and heavy enough to have settled in the work area, that are (or assumed to be) contaminated with asbestos.
Primary duty of care	A person conducting a business or undertaking must ensure, so far as is reasonably practicable, the health and safety of all workers, including responsibilities with regard to the provision and maintenance of a work environment without risks to health and safety. If the workplace is occupied by a



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Friable (Asbestos)	self-employed person, that person is obligated under the OHS Act to a duty of care to themselves. ACM which, when dry, is or may become crumbled, pulverised or reduced to powder by hand pressure NOTE: This may include ACM that have been subjected to conditions that leave them in a state where they meet the definition, such as weathering, physical damage, water damage etc.
NATA-accredited laboratory	A testing laboratory accredited by the National Association of Testing Authorities, Australia (NATA), or recognized by NATA either solely or with someone else.
Naturally Occurring Asbestos (NOA)	The natural geological occurrence of asbestos Minerals found in association with geological deposits including rock, sediment or soil.
Non Friable asbestos	Material containing asbestos that is not friable Asbestos, including material containing asbestos fibres reinforced with a bonding compound.

Person with management or control of a premise used as a work place may be:

- i. The owner of the premises;
- ii. A person, who has, under any contract or lease, an obligation to maintain or repair the premises;
- iii. A person who is occupying the premises;
- iv. A person who is able to make decisions and changes to the structure and use of the workplace.
- v. An employer at the premises.
- vi. A person with managerial control over the workplace, for example, a property management group or agent.

NOTE: In some cases there may be more than one person with management or control of a workplace.

Workplace
A place where work is carried out for a business or undertaking and includes any place where a worker goes, or is likely to be, while at work.

Common area in strata qualifies as a workplace when work is being undertaken on site.



The Scope of an Action / Management Plan

This plan is intended to cover all areas where hazards, asbestos or ACM is identified or assumed present that are owned and managed by The Owners Corporation.

Objectives of The Safety Action Plan

To provide and maintain, so far as practicable, safe and healthy work environment and practices generally, and have written policies on the control of asbestos on site ensuring day to day implementation of policies comply with legislative provisions.

2. Responsibilities

Responsibility of managing asbestos in the common area/workplace lies with "persons in control of a workplace". This applies to all persons whether they are the owner, manager or trades contractor. Directors of a party attract the same responsibilities.

Owners Corporations

The OHS Regulations include specific obligations for the person(s) with management or control of a workplace. These include;

- Identifying or assuming asbestos or ACM indicating presence and location
- Ensure an Asbestos Register is prepared, maintained, reviewed and kept at the workplace
- Ensure an Asbestos Management Plan is prepared, maintained and reviewed.
- Ensure Demolition and Refurbishment works meet 'Removing Asbestos in Workplaces Compliance Code 2008' guidelines

All OHS Regulations across Australia list specific obligations to manage and control asbestos and ACM at the workplace.

3. What needs to be done to implement this Plan? Consultation & Communication

Who needs to be consulted?

The OHS Act requires the person conducting a business or undertaking to consult, so far as is reasonably practicable, with

- Workers (including contractors) who carry out work who are (or are likely to be) directly affected by a work health and safety matter. If workers are represented by a Health and Safety representative, the consultation must involve that representative.
- With other duty holders.
- When businesses share a common area/workplace, they must talk to each other about risks of their work and any precautions that should be taken.
- If the presence or removal of asbestos or asbestos containing materials will impact a neighbouring business or property, the owners and occupiers of that property also need to be consulted.

What does consultation include?

- Identifying asbestos in the common area/workplace,



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S3

- Access to the Asbestos Register.
- Making decisions about the Asbestos Management Plan, including potential control planning for removing asbestos.
- Information on the safe work practices and policies for asbestos related work on site.

To meet the obligations of consulting and providing necessary safety information to those who may come in contact with asbestos materials whilst undertaking work at this workplace, Focus Fire & Safety has provided an Asbestos Hazard Site Pack to be kept on site with the Asbestos Hazard Register and a copy of the Asbestos Management Plan.

The Pack includes recommended safe working practices for;

1. Drilling for asbestos containing material
2. Sealing, painting, coating and cleaning of asbestos cement products
3. Cleaning leaf litter from gutters of asbestos cement roofs
4. Replace cabling in asbestos cement conduits or boxes
5. Working on electrical mounting boards (switchboards) containing asbestos

AND information on:

- Where you are likely to find asbestos
- Photos of asbestos containing materials
- A list of common asbestos containing materials

AND the following forms:

- Site Attendance Register
- Asbestos Hazard Register
- Site Entry Permit
- Emergency Contact Details

To meet these obligations:

Ensure all workers, including contractors, know where this information is located on site and encourage them to make themselves familiar with the contents.

Indicating the Presence of Asbestos in the Common Area / Workplace

Where a competent person is not able to determine whether asbestos is present, the person conducting a business or undertaking must presume asbestos is present. Similarly, if there are inaccessible areas that are likely to contain asbestos, it must be presumed that asbestos is present in those areas.

Once the presence and location of asbestos has been presumed, it must be treated as if it has been identified to be asbestos.

OHS Regulations require that all identified or assumed asbestos including where the asbestos is inaccessible must be clearly indicated. If it is reasonably practicable, labels must be used to identify the material as containing asbestos. However, signs may be more appropriate to use.

Location

The location of asbestos and ACM that has been identified or assumed present in the common area/workplace is identified in both the initial Asbestos Site Survey and recorded in the Asbestos Hazard Register.



Labelling

Focus Fire & Safety has determined the number of labels and signs required to practically identify the areas asbestos is located, and the positioning of those labels and signs that need to be displayed.

The details of these locations are also recorded in the Asbestos Hazard Register.

Managing Risk and Deciding on Control Measures

Focus Fire & Safety has conducted an Asbestos Site Survey, which has already determined that asbestos or ACM is presumed to be on site. In conjunction with this document a series of decisions regarding the management of the asbestos at the common area/workplace, including implementation of safe work practices and control measures have been made.

The ultimate goal of the asbestos management and control regime is for all workplaces to be free from ACM. This goal will not be achieved overnight, however, it is important that all ACM be managed and controlled depending on the risk it poses.

Risk and Hazard Ranking

The Asbestos Hazard Assessment Summary Table below is extracted from the Asbestos Site Survey. It shows the identified or assumed asbestos within the common area/workplace, its risk and hazard ranking for the likelihood of possible exposure and the control measure recommended. The risk assessment methodology used in our assessment is based on AS/NZS ISO 31000 Risk Management.

Priority Levels

Each item of presumed or confirmed ACM has been given a priority ranking which indicates how it will be managed. Priority levels have been ascertained by calculating the likelihood of exposure against the type of asbestos identified, determining the control measure necessary to most appropriately address the risk.

The 'Hierarchy of Control' method has been used to identify appropriate control measures. A combination of techniques may be required in order to adequately manage the ACM on site.



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Rowan Gabb

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A site with ACM **must** have controls in place i.e. "Site Safety register and Folder, Asbestos Register and Asbestos Hazard Site Pack"

Priority Ranking Level	Meaning & Recommended Control Measures
<p align="center">Critical Risk Immediate Removal Action Required</p>	<p>Based on the condition of the ACM there is an indication of an immediate or elevated health risk to workers. The ACM has been identified as High Risk, and cannot be controlled through enclosure, encapsulation or sealing. Access to the area containing the ACM should be restricted and the ACM should be safely removed immediately.</p>
<p align="center">High Risk Plan for removal</p>	<p>Based on the condition of the ACM, the likelihood that it will be disturbed and the likelihood of a person being exposed to respirable asbestos fibres, the ACM poses a potential health risk to workers in their current state. This risk is determined as requiring immediate action of the preferred control measure - elimination. Immediate removal of the asbestos containing materials is recommended. Failing removal - control measures to stabilise and isolate the material from access by any non-essential workers with regular monitoring of the condition of the material is the minimum that would be acceptable, until asbestos removal can be arranged.</p>
<p align="center">Moderate Risk, Planned monitoring</p>	<p>Based on the condition of the ACM, the likelihood that it will be disturbed, and the likelihood of a person being exposed to respirable asbestos fibres, the ACM does not present an immediate health risk unless further disturbed. <u>Control measures must be implemented</u> to undertake any necessary repairs and maintenance and protect these materials from further damage, including installation of warning signs. Reassessment of this priority ranking should be undertaken when any change to the work environment or the work activity within the environment is planned.</p>
<p align="center">Low Risk</p>	<p>Products or bonded ACM that pose low health risk to workers. This material is currently undamaged, stable, non-friable, within a low assessable area. Control measures to protect these materials from damage would include identifying materials with warning signs and providing asbestos awareness instruction to workers by way of workplace training. Reassessment of this priority rating should be undertaken when any change to the work environment or the work activity within the environment is planned. E.g. low probability of disruption e.g. a well secured eave boards.</p>

Assessed by: Rowan Gabb

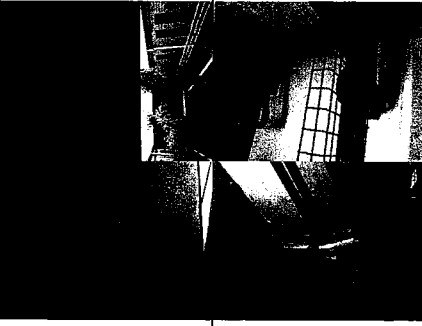
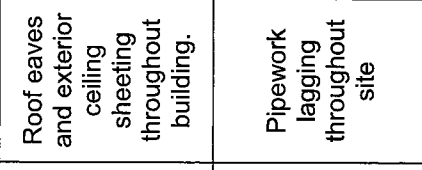
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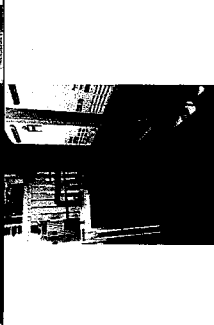
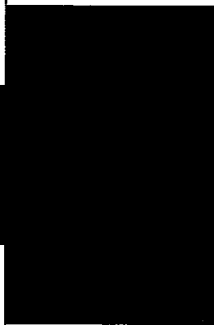
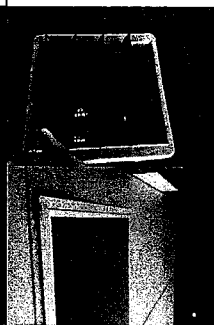
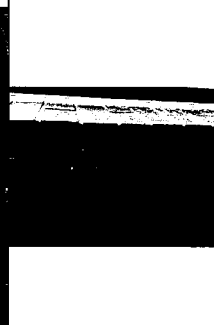
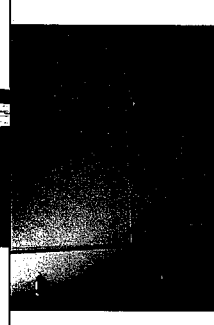
Review date: 1 year from assessment date

Reassess risk regularly, particularly when

- There is evidence that the risk assessment is no longer valid;
- A significant change is proposed in the work area (in place or in work practice);
- There is a change in the condition of the ACM;
- The ACM has been removed, enclosed or sealed.
-

ALL CONTRACTORS MUST SIGHT THIS ASBESTOS REGISTER PRIOR TO COMMENCEMENT OF WORKS

IMPORTANT – NATA testing records are to be kept with the Asbestos Hazard Register (where applicable)									
No	Photo	Location	Description/Type	Condition Good/Ave/poor	Friable/ Non- Friable?	Current Controls What controls are currently in place (including labelling)?	Risk Level High Med Low	Control Measure - Elimination - Substitution - Engineering/isolation - Administrative - PPE	Sample No
All work on or near currently identified ACM must have Safe Work Practices applied (Refer to Safe Work Practices contained in S2.2 [Asbestos Site Hazard Pack] or S3 [Asbestos Management Plan])									
1.		Roof eaves and exterior ceiling sheeting throughout building.	No Asbestos						
2.		Pipework lagging throughout site	No Asbestos						

3.		Pipework lagging throughout site (Cont.)	No Asbestos								
4.		Pipework lagging throughout site (Cont.)	No Asbestos								
5.		Hose reel cupboard ceiling insulation	No Asbestos								
6.		Vents, fans and surrounds	No Asbestos								
7.		Fire doors and frames	No Asbestos								
8.		Electrical meter cabinets and switch room	No Asbestos								

Notes:

Friable ACM examples include: pipe lagging, boiler insulation, fire retardant material on steel work, sprayed insulation.

Non Friable ACM (usually bonded or mixed with cement or similar material and cannot be crumbled, pulverised or reduced to powder by hand pressure) examples include: asbestos cement sheet, asbestos cement moulded products, bitumen-based water proofing, vinyl floor tiles in good condition.



4. Control Measures

Implementing the control measures

As part of the SAP, the control measures recommended in the Asbestos Site Survey must be reviewed, and implemented.

Removing the asbestos.

If elimination is the control recommended by Focus Fire & Safety, this would involve the removal of the asbestos identified as high risk and requiring removal.

All asbestos removal works are to be performed by a licensed contractor in accordance with the following documents:

- Occupational Health and Safety Act 2004;
- Occupational Health and Safety Regulations 2007;
- Managing Asbestos in Workplaces Compliance Code 2008
- Removing Asbestos in Workplaces Compliance Code 2008 — This compliance code provides practical guidance to those who have duties under the Act and/or the Regulations relating to the safe removal of ACM from workplaces.

Visit <http://www.worksafe.vic.gov.au/> for more information regarding Work Control Plans and also consult (for Victoria) WorkSafe Alert dated June 2013 "Management and disposal of asbestos":

http://www.worksafe.vic.gov.au/_data/print_to_pdf.php?url=http://www.worksafe.vic.gov.au/forms-and-publications/forms-and-publications/management-and-disposal-of-asbestos/nocache%3FSQ_DESIGN_NAME=blank%26SQ_PAINT_LAYOUT_NAME=pdf.

In the case of conflict between these procedures and any Regulation or Act, then the more stringent requirement shall apply.

Contractors carrying out asbestos work shall prepare an asbestos removal control plan detailing steps they will take to comply with the requirements of this Asbestos Management Plan. The procedures will include an overview of the methodology to be used, containment procedures, Job Safety Analysis and health protection methods and must be in accordance with but not limited to Practical Guidelines, Removing Asbestos as noted in this Asbestos Management Plan.

During and after asbestos related work there is a risk of airborne asbestos fibres. There is a duty of care for the person responsible for the management and control of the workplace to conduct air monitoring. The need for air monitoring will depend on the particular circumstances; however, the results may assist in assessing risks associated with asbestos. For further information see *Removing Asbestos in Workplaces Compliance Code 2008*.

Leaving asbestos in situ

Leaving the asbestos in situ may involve as little action as updating the Asbestos Hazard Register and installing warning labels or signs in the area and conducting regular asbestos surveys to confirm the asbestos in situ remains in good condition. It may require the area containing or assumed to contain asbestos being isolated, restricting access to reduce the number of people potentially exposed to the asbestos.

IF THE DECISION IS FOR THE IDENTIFIED ASBESTOS TO REMAIN IN SITU - ALL ITEMS ON THE CHECKLIST BELOW MUST BE TICKED OFF, TO BE COMPLIANT.



Checklist

Are the following documents available and easily accessible for workers on site?

- ✓ Up-to-date Asbestos Hazard Register
- ✓ Copy of this AMP
- ✓ Asbestos Hazard Site Pack
- ✓ Are all necessary warning signs and labels in place? (initially installed by Focus Fire & Safety)
- ✓ Have all recommended control measures been actioned and maintained?

Has this SAP and associated documentation, including the Asbestos Hazard Register, been reviewed regularly and kept up-to-date?

5. Plan Review

Asbestos Management Plan process audit

To ensure this plan is up to date, Focus Fire & Safety recommends it is reviewed annually. This can be done by the Person Conducting a Business or Undertaking (PCBU) alone, or in consultation with other duty of care stakeholders.

See Duty of Care Stakeholders form (within this document), if required.

Why review this plan annually?

Because the risk assessment and associated control measures will change over time, for reasons including;

- The deterioration of the ACM due to weather
- The likelihood of the ACM being damaged (eg has any work been done on site?)

During an SAP audit the following duties must be executed;

1. Review the implementation of the AMP, including a debrief of any property, equipment or work practice changes that would affect the employees or workplace where asbestos has been identified.
2. Review the condition of the asbestos on site and confirm all labels and signs are in place.
3. Review the list of persons with duty of care and ensure their contact details are current.
4. Review the training and communication procedures and effectiveness.
5. Review any incidents or corrective action requests and determine if modification to the SAP is required.
6. Nominate a person responsible to:
 - a. Update the plan.
 - b. Update the Asbestos Hazard Register.
 - c. Update the Record of Distribution and Document Control.



5. How we Manage Incidents

When an incident is identified, it will be recorded on the Incident Report Form, as part of the Asbestos Hazard Site Pack S2.2 accompanying this AMP.

6. What do we do in an Emergency?

A site-specific emergency plan, reflecting the risks involved, should be developed before any asbestos removal work commences. Workers should be trained for emergency situations.

Decontamination procedures can be temporarily waived in the event of an emergency. Emergency planning should include provisions for emergency and fire evacuation, including exit arrangements and emergency communications such as audible alarms. These alarms should be used for emergencies only.

Emergency exit arrangements need to be adequate for the risks involved. Barriers and signs or other warning devices can be used to communicate emergency arrangements.

A first aid kit and first aid officer should be readily available at all times, and sufficient suitable fire extinguishers and hoses should be available at strategic locations. The locations of fire extinguishers and hoses should be displayed in written and / or graphic format.

7. Non-Conformance and Corrective Action

It is the responsibility of each employee including contractors to report any event that does not comply with this AMP.

Non-Conformance / Corrective Action Request (Use the Incident Report Form in this AMP (S3) and the Asbestos Hazard Site Pack (S2.2) to be completed by the witness to the event and forwarded to the PCBU.

Non-conformance by employees and contractors will be managed in accordance with the workplace/employee guidelines for serious breach of conduct.

Corrective action will involve:

1. Immediate notification to the PCBU.
2. Immediate halt of the work until the non-conformance is investigated.
3. Longer term corrective action to prevent recurrence of the problem.

8. Contractor Compliance

If it is reasonable to believe that a contractor's work on site may be asbestos related work, they will be:

1. Provided with instruction within each work order to reference the onsite asbestos related safety information, Asbestos Hazard Register and AMP.
 - ✓ Focus Fire & Safety has provided an Asbestos Hazard Site Pack, which is to be kept on site with the Asbestos Hazard Register and AMP.
2. Procedures to be used by contractors for work that may be asbestos related work must at the minimum include: the safety elements contained in the safe work practices found in the Practical Guidelines section of this AMP.



SECTION 2

Practical Guidelines Removing Asbestos

The ultimate goal is to have a common area / workplace free of asbestos. Removal may be the most appropriate way to achieve this but this should be determined by the risk assessment. For example:

Friable asbestos

Asbestos removal work involving friable ACM must always be performed by a class A-licensed person or employees of a class A-licensed person.

Non-friable asbestos

Asbestos removal work involving non-friable ACM must be performed by a class A or B-licensed person if:

- the area of ACM to be removed exceeds 10 square metres in total, or
- the total time over which asbestos removal work is performed in any period of seven days exceeds one hour (this period is the cumulative total time the asbestos removal work is carried out by all employees over a period of seven days).

Depending on the outcome of the risk assessment, specific instances where removal may be the best control measure include:

- Asbestos in plant and pipes
- Asbestos-contaminated dust (ACD)
- Asbestos-contaminated soil and debris
- Small-scale, low risk site contamination
- Large scale and/or high risk site contamination
- NOA (where reasonably practicable), and
- Loose fibre insulation.

Asbestos removal work that does not require a licence

The law permits an employer or self-employed person to conduct a limited amount of asbestos removal work without a licence if:

- the ACM is non-friable
- the area of ACM to be removed does not exceed 10 square metres in total
- the total time asbestos removal work is performed in any period of seven days does not exceed one hour (this period is the cumulative total time the asbestos removal work is carried out by all employees over a period of seven days).

Where an employer or self-employed person who does not have a licence regularly performs small amounts of non-friable ACM removal work, it is recommended a log be kept of time spent performing these tasks. This log will assist in ensuring the duration of time spent performing this work does not exceed one hour in any period of seven days. If this time will be exceeded, a licensed removalist is required to perform the removal work. The employer or self-employed person may also consider applying for a licence to remove ACM.



Limited asbestos removal work without a licence must be carried out in accordance with the Regulations (refer to 'General requirements for all asbestos removal' on page 21 of the Removing Asbestos in Workplaces Compliance Code 2008, visit <http://www.worksafe.vic.gov.au>)

If removing asbestos is not the most practical option, other control measures should be implemented to ensure people are not exposed to airborne asbestos fibres, including enclosing or sealing the asbestos.

Enclosing Asbestos (encapsulation)

Where it is not reasonably practicable to remove asbestos, an alternative control measure that can be implemented is encapsulation.

Although encapsulation has limited application and can create a health risk for workers undertaking the activity, it is used when it would create a greater risk to remove the asbestos. This may be determined during the risk assessment by reviewing a range of issues including cost, productivity, the condition of the asbestos and the low risk it poses to health.

This is an interim control measure and should be supported through regular inspections by a competent person to identify if the asbestos requires removal due to damage or deterioration.

If encapsulation is recommended, the person carrying out the work should:

- Be trained and experienced in working with asbestos
- Isolate the area
- Use suitable RPE that complies with *AS/NZS 1716:2003 Respiratory protective devices*
- Wear suitable protective clothing such as disposable overalls
- Follow a safe system of work that reduces the risk of creating airborne asbestos fibres, and
- Follow a decontamination procedure upon completion of the task.

What is encapsulation?

Encapsulation is the enclosing of asbestos within a protective shell, creating a structure built around the asbestos so that it is completely covered to prevent exposure of the asbestos to air and other substances. This encapsulation will seal any loose fibres into place and should be used only when the original asbestos bond is still intact.

Encapsulation helps protect the asbestos from mechanical damage, increases the length of serviceability of the product and prevents the release of respirable asbestos fibres during the removal process.

Asbestos that is encapsulated in a resilient matrix such as in reinforced plastics, vinyls, resins, rubber, mastics, bitumen, paints, flexible plasters and cements have little opportunity to release fibres unless the matrix is damaged.

Encapsulating asbestos as a control measure – an example

A large dockside warehouse used for temporarily storing quantities of grain and stockfeed has walls made from a variety of materials including AC sheet. Apart from the driver of a large front-end loader that is briefly driven into the warehouse to load or unload the feed, there are no other workers who work in the warehouse. An inspection of the AC



sheet identifies that it is in good condition and noted that areas of previous minor damage (broken sheets) have been repaired appropriately and that no risk to health exists currently. However, it is decided there is a chance that the sheets may be damaged again and if so, a risk to health may occur if fibres become respirable. A solid false wall is constructed to enclose the AC sheet and bollards are erected in front of the new wall to prevent collisions that may occur when the front loader is operating inside the warehouse. These changes are included in the asbestos register and also the condition of the AC sheet is monitored as well as the newly installed control measure.

Sealing Asbestos

If the asbestos cannot be removed and enclosed, sealing the asbestos is the third control measure that should be implemented. Sealing asbestos is the least effective method for controlling the release of airborne asbestos fibres, therefore, it should only be considered as an interim control while a more effective control such as removing or encapsulation can be implemented, for example, if the asbestos is weathered, damaged or broken, you should organise for it be removed.

What is sealing?

Sealing is the process of covering the surface of the material with a protective coating over the asbestos to prevent exposure to airborne fibres. It is commonly used for pipe, furnace, and boiler insulation. The process either coats the material, reducing fibre release, or binds the fibres together. Asbestos should be sealed, coated, painted to protect it. Sealing is inappropriate where the sealed material is likely to suffer mechanical damage (for example, drilling or sanding).

It is important to select coating that is appropriate to the material to be sealed and has the required fire resistance, thermal insulation and ultraviolet (UV) properties necessary for it to be an effective control. The coating will deteriorate if it is exposed to chemicals, extreme heat or cold, wet or dry conditions or physical impacts. For example, epoxy-based paints offer better durability and strength than other paints.

Under no circumstances should asbestos be water blasted or dry sanded in preparation for painting, coating or sealing as there is no system of use that can effectively capture or suppress asbestos fibres in such circumstances. To treat asbestos, you should use a method that does not disturb the matrix of the asbestos.

An airless sprayer at low pressure is preferred to rollers or brushes on exposed (or unsealed) asbestos as rollers and brushes may cause abrasion/damage and result in fibres being released from the surface of the material. When using a spray brush never use a high-pressure spray to apply the paint. You should apply it with a dry airless spray using a low pressure to avoid generating high levels of asbestos dust. Several coatings may be needed for full protection.

The surface on which the sealant is to be applied should be cleaned with an asbestos vacuum cleaner fitted with a high efficiency particulate air (HEPA) filter. This will help capture any loose dust or debris from the surface and ensure good adhesion of the sealant. The surface during application should not be disturbed as this releases asbestos dust.

The use of sealants of a different colour to the asbestos being sprayed is helpful in identifying its condition over time and when conducting reviews of the asbestos register. A date-stamped photograph of the sealed surface is also a good way of assisting in the recording of condition.

Sealing asbestos as a control measure – an example

The extensive water pipe system in a large industrial workplace consists of AC piping and conduits. Some of the pipes are located underground, some within inaccessible areas such as walls and others run above ground throughout the workplace and are exposed. Connected to some of these pipes in the workplace are control valves that need to be accessed occasionally. Over time, as some of the AC pipes have deteriorated or been damaged and where practicable to do so, sections of pipe have been removed to reduce the risk. Where a risk still remained, the pipes are enclosed so far as is reasonably practicable to reduce the risk further. Where control valves were connected and the AC pipe was in good condition, it was determined that it was not practicable to remove the asbestos due to lack of available replacement parts, nor was it practicable to enclose the asbestos because access was occasionally required. In this case, sealing the surface of the AC pipes near control valves with an epoxy-based paint to protect the material from deterioration and reduce the risk of airborne asbestos fibres was an appropriate option.

Safe Work Practices

It is important that safe work practices are in place when carrying out asbestos work. Wherever possible, dry asbestos should not be worked on. Techniques that prevent or minimise the generation of airborne asbestos fibres include:

- The wetting of asbestos using surfactants or wetting agents, such as detergent water
- The use of thickened substances, pastes and gels including hair gel and shaving cream, to cover the surfaces of asbestos being worked on (these substances should be compatible with the conditions of use, including the temperature, and should not pose a risk to health)
- The use of shadow vacuuming, and
- Performing the task in a controlled environment (for instance, a ventilated enclosure).

When selecting the best technique, the work should first be assessed for any electrical hazards that might result from the use of water or other liquids. If an electrical hazard exists, primary consideration should be given to removing the asbestos, rather than relying on dry work methods.

If maintenance or service tasks are assessed by a competent person as involving similar levels of risk, they too may be performed only after the risks for that task have been assessed and appropriate control measures implemented.

Care should be taken when using high-speed abrasive power and pneumatic tools including angle grinders, sanders and saws and high-speed drills. If you are unsure, you should consult the relevant regulator.

The Safework Practices section of this document, outline some safe work practices of service and maintenance tasks that are likely to disturb asbestos, and may be performed, only after a risk assessment has been conducted and control measures have been implemented to eliminate or minimise exposure to airborne asbestos fibres.

Tools and Equipment

It is important to select the correct equipment to minimise the generation of airborne asbestos fibres.



The OHS Regulations require a person conducting a business or undertaking must never use or direct or allow a worker to use a high pressure water spray or compressed air on asbestos.

A person conducting a business or undertaking must not use or direct or allow a worker to use any of the following equipment on asbestos unless the use of the equipment is controlled:

- Power tools
- Brooms and
- Other tools that cause the release of airborne asbestos into the atmosphere

The use of the equipment is considered to be controlled if, during use the equipment is:

- Enclosed
- Designed to capture or suppress asbestos fibres, or
- Used in a way that is designed to capture or suppress asbestos fibres safely.

Manually operated (non-powered) hand tools should be used wherever possible. If they will not provide sufficient physical force to perform the required operation, low-speed, battery-powered tools which are able to be used in conjunction with wet methods for dust control are preferred.

Battery-powered tools should be fitted with a Local Exhaust Ventilation (LEV) dust control hood wherever possible. If an LEV dust control hood cannot be attached and other dust control methods, including pastes and gels, are unsuitable then shadow vacuuming techniques should be used.

Care should be taken when using brooms, high pressure water and compressed air, as if they are incorrectly used, they can cause asbestos to become friable.

Asbestos vacuum cleaners

Asbestos vacuum cleaners should comply with the requirements in Australian Standard AS/NZS 60335.2.69 *Industrial vacuum cleaners*. Household vacuum cleaners must never be used where asbestos is or may be present, even if they have a HEPA filter.

More comprehensive information about asbestos vacuum cleaners is provided in the *Removing Asbestos in Workplaces Compliance Code 2008*.

Personal Protective Equipment

PPE will need to be used, in combination with other effective control measures, when working with asbestos. The selection and use of PPE should be based on a risk assessment.

If work with asbestos requires the use of other chemicals that are themselves hazardous chemicals, a further risk assessment must be performed. Safety data sheets (SDS) must be referred to for information on appropriate PPE to use and any other precautions to take when using the chemicals (the manufacturer can supply the SDS).

The ease of decontamination should be one of the factors considered when choosing PPE. Where possible, disposable equipment should be used and should be disposed of as asbestos waste. Further information on decontamination and asbestos waste disposal is available in the *Removing Asbestos in Workplaces Compliance Code 2008*.



Coveralls

- Protective clothing should be made from material capable of providing adequate protection against fibre penetration.
- When selecting protective clothing, other hazards including heat stress, fire and electrical hazards should also be considered.
- Disposable coveralls with fitted hoods and cuffs should be worn. Coveralls with open pockets and/or velcro fastenings should not be used, because these features can be contaminated and are difficult to decontaminate. Fitted hoods should always be worn over the straps of respirators, and loose cuffs should be sealed with tape. Disposable coveralls rated Type 5, Category 3 or equivalent would meet this standard.
- Asbestos fibres should be prevented from being transported outside the workplace by thoroughly vacuuming asbestos fibres from work clothes using an asbestos vacuum cleaner, or depending on the level of contamination and risk, the use of water spray bottle or disposable cloths may be appropriate.
- Disposable coveralls should be disposed of as asbestos waste at the completion of the work. Non-disposable coveralls are not recommended and would require specialist laundering if used.

Footwear and gloves

- Laced boots should be avoided as they can be difficult to clean and asbestos dust can gather in the laces and eyelets. Laceless boots, such as gumboots, are preferred where practicable. Boot covers should not be worn as they collect dust and are a slipping risk.
- Safety footwear should be decontaminated before being removed from the asbestos work area, or sealed in double bags, the exterior of which is decontaminated, for use only on the next asbestos maintenance task. Alternatively, work boots that cannot be effectively decontaminated should be disposed of as asbestos waste at the end of the work.
- The use of protective gloves should be determined by a risk assessment. If significant amounts of asbestos fibres may be present, disposable gloves should be worn. Protective gloves can be unsuitable if dexterity is required. Workers must clean their hands and fingernails thoroughly after work. Any gloves used must be disposed of as asbestos waste.

Respiratory protective equipment (RPE)

- In general, the selection of suitable RPE depends on the nature of the asbestos work, the probable maximum concentrations of asbestos fibres that would be encountered in this work and any personal characteristics of the wearer that may affect the facial fit of the respirator (for example, facial hair and glasses).
- A competent person must determine the most efficient respirator for the task. RPE should comply with *AS/NZS 1716-2003 Respiratory Protective Devices* and be selected, used and maintained in accordance with *AS/NZS 1715-1994 Selection, Use and Maintenance of Respiratory Protective Devices*. They must always be worn under fitted hoods. Face pieces should be cleaned and disinfected.
- RPE should be used until all contaminated disposable coveralls and clothing has been vacuum cleaned and/or removed and bagged for disposal and personal washing has been completed. RPE should be properly stored when not in use.

More comprehensive advice on RPE is provided in the *Removing Asbestos in Workplaces Compliance Code 2008*.



Cleaning up

Following any asbestos work carried out, there are requirements to ensure the work area, tools and workers are decontaminated and asbestos waste is disposed of properly. In addition to this, a clearance certificate will be required before the work area can be reoccupied for ordinary use.

Removing Asbestos in Workplaces Compliance Code 2008 provides details on decontamination, waste disposal and clearance certificates.

Managing naturally occurring asbestos

Where NOA has been identified at the workplace, is confirmed by a competent person and the work carried out at the workplace is likely to result in the emission of airborne asbestos fibres, the following actions should be considered when developing the asbestos management plan:

- Isolating the workplace or part of the workplace until the NOA is contained.
- Deviating excavation to ensure avoidance of the deposit where possible.
- Providing appropriate labels and signs indicating NOA.
- Using sealed excavation or mining equipment (air conditioned cabins with filtered air).
- Maintaining regular surveillance of the rock by a competent person to ensure minimal disturbance of suspected fibrous minerals.
- Developing procedures for the secure disposal asbestos waste if required.
- Educating the workers in safe work practices.

Ongoing management of NOA may be determined with the aid of an air monitoring program to assess asbestos exposure levels and specific risk control measures.

If you have management or control at a workplace, you must ensure the release of airborne asbestos fibres is minimised by:

- Wetting surfaces to reduce the dust levels
- Suppression, containing and extracting dust in processing operations (water sprays or local exhaust at transfer points and vibrating screens)
- Using wet drilling or other approved in-hole dust suppression
- Sealing asbestos through the use of appropriate sealants or bonding agents
- Preventing the spread of contamination by using wash down facilities
- Providing information and training and supervision of all workers potentially at risk, and
- Using PPE where indicated.

Maintenance and service work

If asbestos is identified or presumed to be present, it is essential to determine whether maintenance or service work can be done without disturbing the asbestos, for example:

- instead of drilling a hole through an AC sheeting wall to install electrical wiring, the wiring might be able to be routed over the wall, or
- if a ventilation flue or pipe has to be installed in an AC ceiling or roof, an alternative option may be to run the flue or pipe through a non-asbestos wall.



It is also essential to ensure all people carrying out the work have the appropriate training and licence, correct tools, PPE, decontamination materials, barricades and warning signs ready at the workplace before any work commences, that may disturb the asbestos and to minimise the number of people in the area. For example:

- **Consultation and training** - Consultation with a person who may be affected by any maintenance and service work that might disturb asbestos should occur. People performing the work must receive all necessary training and access to the asbestos register, and the work should be documented and supervised.
- **Access to work area** - The asbestos work area should be isolated and access restricted only to people carrying out the asbestos work. Barriers and warning signs should be used.
- **PPE** - PPE needs to be selected to prevent the contamination of clothing and provide adequate respiratory protection.
- **Replacing asbestos** - Under the asbestos prohibition, wherever an asbestos component requires replacement the replacement product must be non-asbestos. It is illegal to reinstall or reuse any asbestos.
- **Disposing asbestos** - All asbestos must be disposed of correctly. PPE used during maintenance and service work must also be disposed of. *Removing Asbestos in Workplaces Compliance Code 2008* provides further information on disposing asbestos.

Before commencing any maintenance, plastic sheeting may need to be placed on the floor and any other surfaces that may become contaminated with asbestos dust. At a minimum, heavy-duty 200 µm (micron) thick plastic sheeting should be used for this purpose

Whatever the control method used, it should be effective in making all maintenance workers aware of the presence of asbestos and preventing any work activity that might expose them, or others nearby, to respirable asbestos fibres. Particular attention should be paid to controlling work activities that affect inaccessible areas listed in the asbestos register, such as wall cavities and ceiling spaces.



SAFE WORK PRACTICES

<p>The drilling of asbestos cement sheeting can release asbestos fibres into the atmosphere, so precautions must be taken to protect the drill operator and other persons from exposure to these fibres. A hand drill is preferred to a battery-powered drill because the quantity of fibres is drastically reduced if a hand drill is used.</p>	
<p>Equipment may be required on site prior to commencing the work (in addition to any equipment required to complete particular task)</p>	<ul style="list-style-type: none"> • A non-powered hand drill or low-speed battery-powered drill or drilling equipment. Battery-powered drills should be fitted with a local exhaust ventilation (LEV) dust control hood wherever possible. If an LEV dust control hood cannot be attached and other dust control methods, such as pastes and gels are suitable then shadow vacuuming techniques should be used. • Disposable cleaning rags. • A bucket of water, or more appropriate and/or a misting spray bottle. • Duct tape, Sealant, Spare PPE • A thickened substance such as wallpaper paste, shaving cream or hair gel. • 200 µm plastic sheeting • A suitable asbestos waste container (E.g. 200 µm plastic bags or a drum, bin or skip lined with 200 µm plastic sheeting). • Warning signs and/or barrier tape. • An asbestos vacuum cleaner. • A sturdy paper, foam or thin metal cup, or similar (for work on overhead surfaces only).
PPE	<ul style="list-style-type: none"> • Protective clothing and RPE (see AS1715, AS 1716) it is likely that a class P1 or P2 half face respirator will be adequate for this task, provided the recommended safe work procedure is followed.
Preparing the asbestos work area	<ul style="list-style-type: none"> • If the work is to be carried out at a height, appropriate precautions must be taken to prevent the risk of falls. • Ensure appropriately marked asbestos waste disposal bags are available. • Carry out the work with as few people present as possible. • Segregate the asbestos work area to ensure unauthorized personnel are restricted from entry (eg. Close door and/or use warning signs and/or barrier tape at all entry points). The distance for the segregation should be determined by a risk assessment. • If drilling a roof from outside, segregate the area below. • If access is available to the rear of the asbestos cement, segregate this area as well, as above. • If possible, use plastic sheeting, secured with duct tape, to cover any surface within the asbestos work area that could become contaminated. • Ensure there is adequate lighting. • Avoid working in windy environments where asbestos fibres can be redistributed. • If using a bucket of water, do not re-soak used rags in the bucket, as this will contaminate the water. Instead, either fold the rag so a clean surface is exposed or use another rag.
Drilling vertical surfaces	<ul style="list-style-type: none"> • Tape both the point to be drilled and the exit point, if accessible, with a strong adhesive tape such as duct tape to prevent the edges crumbling. • Cover the drill entry and exit points (if accessible) on the asbestos with a generous amount of thickened substance. • Drill through the paste. • Use disposable rags to clean off the paste and debris from the wall and drill it. • Dispose of the rags as asbestos waste, as they will contain asbestos dust and fibres. • Seal the cut edges with sealant. • If a cable is to be passed through, insert a sleeve to protect the inner edge of the hole.
Drilling overhead horizontal surfaces	<ul style="list-style-type: none"> • Mark the point to be drilled • Drill a hole through the bottom of the cup • Fill or line the inside of the cup with shaving cream, gel or a similar thickened substance. • Put the drill bit through the hole in the cup so that the cup encloses the drill bit, and make sure the drill bit extends beyond the lip of the cup. • Align the drill bit with the marked point. • Ensure the cup is firmly held against the surface to be drilled. • Drill through the surface. • Remove the drill bit from the cup, ensuring that the cup remains firmly against the surface. • Remove the cup from the surface. • Use disposable rags to clean off the paste and debris from the drill bit. • Dispose of the rags as asbestos waste, as they will contain asbestos dust and fibres. • Seal and cut edges with sealant. • If a cable is to be passed through, insert a sleeve to protect the inner edge of the hole.



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<p>Decontamination of the work area and equipment</p>	<ul style="list-style-type: none"> • Use disposable rags to clean the equipment. • Carefully roll or fold any plastic sheeting used to cover any surface within the asbestos work area, so as not to spill any dust or debris that has been collected. • If necessary use disposable rags and/or an asbestos vacuum cleaner to clean any remaining visibly contaminated sections of the asbestos work area. • Place debris, used rags, plastic sheeting and other waste in the asbestos waste bags/container. • Wet wipe the external surfaces of the asbestos waste bags/container to remove any adhering dust before they are removed from the asbestos work area.
<p>Personal contamination should be carried out in a designated area clearance procedure</p>	<ul style="list-style-type: none"> • If disposable coveralls are worn, clean the coveralls while still wearing RPE using HEPA vacuum, damp rag or fine water spray. RPE can be cleaned with a wet rag or cloth. • While still wearing RPE, remove coveralls, turning them inside-out to entrap any remaining contamination then place them into a labeled asbestos waste bag. • Remove RPE. If non-disposable, inspect it to ensure it is free from contamination, clean it with a wet rag and store in a clean container. If disposable, cleaning is not required but RPE should be placed in a labeled waste container. <p>Refer to the <i>Code of Practice: How to Safely Remove Asbestos</i> for more information.</p>
<p>Clearance Procedure</p>	<ul style="list-style-type: none"> • Visually inspect the asbestos work area to make sure it has been properly cleaned. • Clearance air monitoring is not normally required for this task • Dispose of all waste as asbestos waste. <p>Refer to the <i>Code of Practice: How to Safely Remove Asbestos</i> for more information.</p>



<p>These tasks should only be carried out on asbestos that are in good condition. For this reason, the AC material should be thoroughly inspected before commencing the work. There is a risk to health if the surface of asbestos cement sheeting is disturbed (e.g. from hail storms and cyclones) or if the sheeting has deteriorated as a result of aggressive environmental factors such as pollution. If asbestos cement sheeting is so weathered that its surface is cracked or broken, the asbestos cement matrix may be eroded, increasing the likelihood that asbestos fibres will be released. If treatment of asbestos cement sheeting is considered essential, a method that does not disturb the matrix of the asbestos cement sheeting should be used. Under no circumstances should asbestos cement products be water blasted or dry sanded in preparation for painting, coating or sealing.</p>	
<p>Equipment may be required on site prior to commencing the work (in addition to any equipment required to complete particular task)</p>	<ul style="list-style-type: none"> • Disposable cleaning rags. • A bucket of water, or more as appropriate, and/or a misting spray bottle. • Sealant. • A suitable asbestos container. • Warning signs and/or barrier tape.
PPE	<ul style="list-style-type: none"> • Protective clothing and RPE (see AS1715, AS 1716) it is likely that a class P1 or P2 half face respirator will be adequate for this task, provided the recommended safe work procedure is followed. Where paint is to be applied, appropriate respiratory protection to control the paint vapours/mist must also be considered.
Preparing the asbestos work area	<ul style="list-style-type: none"> • If work is to be carried out at a height, precautions must be taken to prevent the risk of falls. • Before starting, assess the asbestos cement for damage. • Ensure appropriately marked asbestos waste disposal bags are available. • Carry out the work with as few people present as possible. • Segregate the asbestos work area to ensure unauthorised personnel are restricted from entry (e.g. close door and/or use warning signs and/or barrier tape at all entry points). The distance for segregation should be determined by a risk assessment. • If working at a height, segregate the area below. • If possible, use plastic sheeting, secured with duct tape, to cover any floor surface within the asbestos work area, which could become contaminated. This will help to contain any runoff from wet sanding methods. • Ensure there is adequate lighting. • If using a bucket of water, do not re-soak used rags in the bucket, as this will contaminate the water. Instead, either fold the rag so a clean surface is exposed or use another rag. • Never use high-pressure water cleaning methods. • Never prepare surfaces using dry sanding methods. Where sanding is required you should consider removing the asbestos and replacing it with a non-asbestos product. • Wet sanding methods may be used to prepare the asbestos, provided precautions are taken to ensure all the runoff is captured, and filtered where possible. Wipe dusty surfaces with a damp cloth.
Painting and sealing	<ul style="list-style-type: none"> • When using a spray brush, never use a high pressure spray to apply the paint. • When using a roller, use it lightly to avoid abrasion or other damage.
Decontaminating the asbestos work area and equipment	<ul style="list-style-type: none"> • Use disposable rags to dean the equipment. • Where required, use disposable rags and/or an asbestos vacuum cleaner to clean the asbestos work area. • Place debris, used rags, plastic sheeting and other waste in the asbestos waste bags/container. • Wet wipe the external surfaces of the asbestos waste bags/container to remove any • Adhering dust before they are removed from the asbestos work area.
Personal decontamination should be carried out in a designated area	<ul style="list-style-type: none"> • If disposable coveralls are worn, clean the coveralls while still wearing RPE using a HEPA vacuum, damp rag or fine-water spray. RPE can be cleaned with a wet rag or cloth. • Mile still wearing RPE, remove coveralls, turning them inside-out to entrap any remaining contamination and then place them into a labelled asbestos waste bag. • Remove RPE. If non-disposable - inspect it to ensure it is free from contamination, dean it with a wet rag and store in a clean container. If disposable - cleaning is not required but RPE should be placed in a labelled asbestos waste bag or waste container. <p><i>Refer to the Code of Practice: How to safely Remove Asbestos for more information.</i></p>
Clearance procedure	<ul style="list-style-type: none"> • Visually inspect the asbestos work area to make sure it has been properly cleaned. • Clearance air monitoring is not normally required for this task.



<p>These tasks should only be carried out on asbestos that are in good condition. For this reason, the AC material should be thoroughly inspected before commencing the work. There is a risk to health if the surface of asbestos cement sheeting is disturbed (e.g. from hail storms and cyclones) or if the sheeting has deteriorated as a result of aggressive environmental factors such as pollution. If asbestos cement sheeting is so weathered that its surface is cracked or broken, the asbestos cement mains may be eroded, increasing the likelihood that asbestos fibres will be released. If treatment of asbestos cement sheeting is considered essential, a method that does not disturb the matrix of the asbestos cement sheeting should be used. Under no circumstances should asbestos cement products be water blasted or dry sanded in preparation for painting, coating or sealing.</p>	
<p>Equipment that may be required on site prior to commencing the work (in addition to any equipment required to complete particular task)</p>	<ul style="list-style-type: none"> • A bucket of water, or more as appropriate, and detergent • A watering can or garden spray. • A hand towel or scoop • Disposable cleaning rags. • A suitable asbestos waste container • Warning signs and/or barrier tape.
PPE	<ul style="list-style-type: none"> • Protective clothing and RPE (see AS1715, AS 1716) it is likely that a class P1 or P2 half face respirator will be adequate for this task, provided the recommended safe work procedure is followed.
Preparing the asbestos work area	<ul style="list-style-type: none"> • Since the work is to be carried out at a height, appropriate precautions must be taken to prevent the risk of falls. • Ensure appropriately marked asbestos waste disposal containers are available. • Segregate the asbestos work area to ensure unauthorised personnel are restricted from entry (e.g. use warning signs and/or barrier tape at all entry points). The distance for segregation should be determined by a risk assessment. • Segregate the area below. • Avoid working in windy environments where asbestos fibres can be redistributed. • If using a bucket of water, do not re-soak used rags in the bucket, as this will contaminate the water. Instead, either fold the rag so a clean surface is exposed or use another rag.
Gutter cleaning	<ul style="list-style-type: none"> • Disconnect or re-route the downpipes to prevent any entry of contaminated water into the waste water system and ensure there is a suitable container to collect contaminated runoff. Contaminated water must be disposed of as asbestos waste. • Mix the water and detergent. • Using the watering can or garden spray, pour the water and detergent mixture into the gutter, but avoid over-wetting as this will create slurry. • Remove the debris using a scoop or trowel. Do not allow debris or slurry to enter the water system. • Wet the debris again if dry material is uncovered. • Place the removed debris straight into the asbestos waste container.
Decontaminating the asbestos work area and equipment	<ul style="list-style-type: none"> • Use damp rags to wipe down all equipment used. • Use damp rags to wipe down the guttering. • Where practicable, and if necessary, use an asbestos vacuum cleaner to vacuum the area below. • Place debris, used rags and other waste in the asbestos waste container. • Wet wipe the external surfaces of the asbestos waste container to remove any adhering dust before it is removed from the asbestos work area. • Use damp rags to wipe down all equipment used. • Use damp rags to wipe down the guttering. • Where practicable, and if necessary, use an asbestos vacuum cleaner to vacuum the area below. • Place debris, used rags and other waste in the asbestos waste container. • Wet wipe the external surfaces of the asbestos waste container to remove any adhering dust before it is removed from the asbestos work.
Personal decontamination should be carried out in a designated area	<ul style="list-style-type: none"> • If disposable coveralls are worn, clean the coveralls while still wearing RPE using a HEPA vacuum, damp rag or fine-water spray. RPE can be cleaned with a wet rag or cloth. • While still wearing RPE, remove coveralls, turning them inside-out to entrap any remaining contamination and then place them into a labeled asbestos waste bag. • Remove RPE. If non-disposable - inspect it to ensure it is free from contamination, clean it with a wet rag and store in a clean container. If disposable - cleaning is not required but RPE should be placed in a labeled asbestos waste bag or waste container. <p><i>Refer to the Code of Practice: How to Safely Remove Asbestos for more information.</i></p>
Clearance procedure	<ul style="list-style-type: none"> • Visually inspect the asbestos work area to make sure it has been properly cleaned. • Clearance air monitoring is not normally required for this task. • Dispose of all waste as asbestos waste. <p><i>Refer to the Code of Practice: How to Safely Remove Asbestos for more information.</i></p>



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<p>Equipment that may be required on site prior to commencing the work (in addition to any equipment required to complete particular task)</p>	<ul style="list-style-type: none"> • Disposable cleaning rags. • A bucket of water, or more as appropriate, and/or a misting spray bottle, • 200 µm thick plastic sheeting. • Cable slipping compound. • Appropriately marked asbestos waste disposal bags. • Spare PPE. • Duct tape. • Warning signs and/or barrier tape. • An asbestos vacuum cleaner.
<p>PPE</p>	<ul style="list-style-type: none"> • Protective clothing and RPE (see AS1715, AS 1716) it is likely that a class P1 or P2 half face respirator will be adequate for this task, provided the recommended safe work procedure is followed.
<p>Preparing the asbestos work area</p>	<ul style="list-style-type: none"> • If the work will be carried out in a confined space, appropriate precautions must be taken to prevent the risk of asphyxiation. • Ensure appropriately marked asbestos waste disposal bags are available. • Carry out the work with as few people present as possible. • Segregate the asbestos work area to ensure unauthorised personnel are restricted from entry (e.g. use warning signs and/or barrier tape at all entry points). The distance for segregation should be determined by a risk assessment. • Use plastic sheeting, secured with duct tape, to cover any surface within the asbestos work area, which could become contaminated. • Place plastic sheeting below the conduits through which cable(s) are to be pulled, prior to pulling any cables. • Ensure there is adequate lighting. • Avoid working in windy environments where asbestos fibres can be redistributed • If using a bucket of water, do not re-soak used rags in the bucket, as this will contaminate the water. Instead, either fold the rag so a clean surface is exposed or use another rag.
<p>Replacement or installation of cables</p>	<ul style="list-style-type: none"> • Wet down the equipment and apply adequate cable slipping compound to the conduits/ducts throughout the process. • Clean all ropes, rods or snakes used to pull cables after use. Cleaning should be undertaken close to the point(s) where the cables exit from the conduits/ducts. • Ropes used for cable pulling should have a smooth surface that can easily be cleaned. • Do not use metal stockings when pulling cables through asbestos cement conduits. • Do not use compressed air darts for pulling cables through asbestos cement conduits/ducts.
<p>Decontaminating the asbestos work area and equipment</p>	<ul style="list-style-type: none"> • Use damp rags to clean the equipment. • Wet wipe around the end of the conduit, sections of exposed cable and the pulling eye at the completion of the cable pulling operation. • If the rope or cable pass through any rollers, these must also be wet wiped after use. • Wet wipe the external surface of excess cable pulled through the conduit/duct, as close as possible to the exit point from the conduit, before it is removed from the work site. • Carefully roll or fold any plastic sheeting used to cover any surface within the asbestos work area, so as not to spill any dust or debris that has been collected. • If required, use damp rags or an asbestos vacuum cleaner to clean any remaining visibly contaminated sections of the asbestos work area. • Place all debris, used rags, plastic sheeting and other waste in the asbestos waste bags/container. • Wet wipe the external surfaces of the asbestos waste bags/container to remove any adhering dust before they are removed from the asbestos work area.
<p>Personal decontamination should be carried out in a designated area</p>	<ul style="list-style-type: none"> • If disposable coveralls are worn, clean the coveralls while still wearing RPE using a HEPA vacuum, damp rag or fine-water spray. RPE can be cleaned with a wet rag or cloth. • While still wearing RPE, remove coveralls, turning them inside-out to entrap any remaining contamination and then place them into a labeled asbestos waste bag. • Remove RPE. If non-disposable - inspect it to ensure it is free from contamination, clean it with a wet rag and store in a dean container. If disposable - cleaning is not required but RPE should be placed in a labeled asbestos waste bag or waste Container. <p>Refer to the <i>Code of Practice: How to Safely Remove Asbestos</i> for more information.</p>



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<p>If the asbestos-containing electrical mounting panel has to be removed for work behind the board, the procedures for removing electrical meter boards outlined in the <i>Code of Practice: How to Safely Remove Asbestos</i> should be followed. If drilling is required, the control process should be consistent with the measures described in <i>Safe Work Practice</i>.</p>	
<p>Equipment that may be required on site prior to commencing the work (In addition to equipment required to complete particular task)</p>	<ul style="list-style-type: none"> • A non-powered hand drill or a low-speed battery-powered drill or drilling equipment. Battery-powered drills should be fitted with a LEV dust control hood wherever possible. If a LEV dust control hood cannot be attached and other dust control methods, such as pastes and gels, are unsuitable then shadow vacuuming techniques should be used. • Duct tape. • Warning signs and/or barrier tape • Disposable cleaning rags. • A plastic bucket of water and for a misting spray bottle. • Spare PPE. • A suitable asbestos waste container, • 200 µm plastic sheeting. • An asbestos vacuum cleaner.
PPE	<ul style="list-style-type: none"> • Protective clothing and RPE (see AS1715, AS 1716) it is likely that a class P1 or P2 half face respirator will be adequate for this task, provided the recommended safe work procedure is followed.
Preparing the asbestos work area	<ul style="list-style-type: none"> • Because the asbestos work area will involve electrical hazards, appropriate precautions must be taken to prevent the risk of electrocution. • Ensure appropriately marked asbestos waste disposal bags are available. • Carry out the work with as few people present as possible. • Segregate the asbestos work area to ensure unauthorised personnel are restricted from entry (e.g. use warning signs and/or barrier tape at all entry points). The distance for segregation should be determined by a risk assessment. • Use plastic sheeting, secured with duct tape, to cover any surface within the asbestos work area which could become contaminated • Ensure there is adequate lighting. • Avoid working in windy environments where asbestos fibres can be redistributed. • If using a bucket of water, do not re-soak used rags in the bucket, as this will contaminate the water. Instead, either fold the rag so a clean surface is exposed or use another rag.
Work on electrical mounting panels	<p>Providing the panel is not friable, maintenance and service work may include:</p> <ul style="list-style-type: none"> • Replacement of asbestos containing equipment on the electrical panel with non-asbestos equipment • Operation of main switches and individual circuit devices • Pulling/inserting service and circuit fuses • Bridging supplies at meter bases • Use testing equipment • Accessing the neutral link • Installation of new components/equipment.
Decontaminating the asbestos work area and equipment	<ul style="list-style-type: none"> • Use disposable rags to clean the equipment. • Carefully roll or fold any plastic sheeting used to cover any surface within the asbestos work area, so as not to spill any dust or debris that has been collected. • In areas where there is an electrical hazard, an asbestos vacuum cleaner should be used to remove any dust or debris from the mounting panel and other visibly contaminated sections of the asbestos work area. • In areas where there is no electrical hazard, wet wiping with a damp rag can be used to remove minor amounts of dust or debris. • Place debris, used rags, plastic sheeting and other waste in the asbestos waste bags in container. • Wet wipe the external surfaces of the asbestos waste bags/container to remove any adhering dust before they are removed from the asbestos work area.
Personal decontamination should be carried out in a designated area	<ul style="list-style-type: none"> • If disposable coveralls are worn, clean the coveralls while still wearing RPE using a HEPA vacuum, damp rag or fine-water spray. RPE can be cleaned with a wet rag or cloth. • While still wearing RPE, remove coveralls, turning them inside-out to entrap any remaining contamination and then place them into a labeled asbestos waste bag. • Remove RPE. If non-disposable - inspect it to ensure it is free from contamination, dean it with a wet rag and store in a clean container. If disposable - cleaning is not required but RPE should be placed in a labeled asbestos waste bag or waste container. <p>Refer to the <i>Code of Practice: How to Safely Remove Asbestos</i> for more information.</p>



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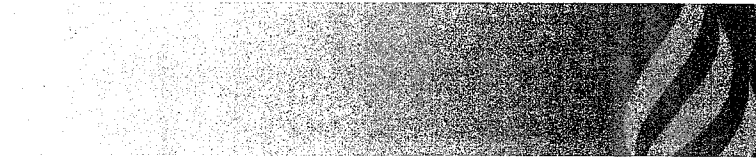
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Clearance procedure	<ul style="list-style-type: none">• Visually inspect the asbestos work area to make sure it has been properly cleaned.• Clearance air monitoring is not normally required for this task.• Dispose of all waste as asbestos waste,• Refer to the Code of Practice: How to Safely Remove Asbestos for more information.
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INCIDENT REPORT FORM

This section to be completed by contractor

Contractor name:		Date:
Time of incident / accident:	Owner / manager in control:	
Work area:		
Describe the hazard & detail what happened (include area and task, equipment, tools and people involved)		
Possible solutions / how to prevent recurrence (do you have any suggestions for fixing the problem / preventing a repeat?)		

This section to be completed by owner / manager in control

Results of investigation - determine whether the hazard is likely to cause an injury and explain what factors caused the event.		
Action taken – owner / manager in control to identify actions to prevent injury or illness and transfer to Safety Action Plan (SAP).		
Action	Responsibility	Completed
1		
2		
Office action		

Feedback has been provided to person who reported the hazard / incident / accident Y / N	
Contractor name:	Date:
Supervisor / Manager name:	Date:



REPORT LIMITATIONS

Areas inspected do not include private property, e.g. balconies and inside individual units as the Owner of a private dwelling is not required to comply with the regulation.

It is not always possible to view all areas of the building as access is not physically possible and / or would involve a demolition or partial demolition, or work from ladders. As Audit inspectors perform all on-site inspections alone, working at heights cannot be achieved. As a general guide, Asbestos Containing Materials (ACM) if stable and inaccessible should be left in situ until demolition, partial demolition or renovation. Where in situ asbestos materials are in a stable condition, but accessible, they should be controlled appropriately through encapsulation, sealing, enclosure or removal. However, ACM that is friable, poorly bonded or in an unstable condition, must be removed. Please note that if ACM is to be removed, removal must be done in accordance with the Safe Removal of Asbestos Code of Practice.

Where access was unavailable to the roof, the survey inspector uses aerial photos, information from the on-site inspection and experience to assess the age of the building to establish the materials used. Thus, the presence of Asbestos Containing Material on the roof and out buildings etc. may not be applicable.

MATERIAL SAMPLING AND ANALYSIS

Only laboratory analysis of samples of the particular material can conclusively identify the presence, type, and proportion of asbestos.

If samples are taken during our inspection, they should be representative of the suspected ACM (eg. for the walls of multi-storey buildings, at least one sample should be taken on each floor). If there are any variations in the appearance, texture or colour of the material, additional samples should be taken.

When requested, Focus Fire & Safety can competently collect these samples and arrange for analysis by a NATA accredited laboratory. Focus Fire & Safety will forward both PDF copies and the original certificate(s) of analysis to the client as they are completed, typically within 14 days of inspection.

The cost of material sampling and analysis to confirm the presence of asbestos is not included in this Asbestos Management Plan.

ACCESS LIMITATIONS FOR SAMPLING

In some instances, ACM may be present in areas that cannot be accessed without implementing destructive sampling techniques. As such, it may not be possible to positively identify the presence of all ACM on the property. Where there is reason to suspect ACM in areas that cannot be inspected, we will presume it to be present. Where ACM is presumed to be present, it will be treated as identified ACM.

Limited access areas may include:

- Wall cavities
- Beneath floor coverings
- Pipework in wall cavities
- Heater banks in air conditioning ductwork
- Penetrations in solid wall cavities and concrete floor slabs, lifts shafts, etc
- Fire doors



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- Inaccessible service ducts / risers

ABBREVIATIONS

Abbreviations exist in all industries – the following are to assist with Asbestos / Hazard identification:

AC sheeting	Asbestos Cement Sheeting
ACD	Asbestos Contaminated Dust
ACM	Asbestos Containing Material
HEPA filter	High Efficiency Particulate Air filter
LEV	Local Exhaust Ventilation
NOA	Naturally Occurring Asbestos
OHS	Occupational Health & Safety
PCBU	Person Consulting a Business or Undertaking
PPE	Personal Protective Equipment
RPE	Respiratory Protective Equipment
SAP	Safety Action Plan
SDS	Safety Data Sheet

PRIORITY LEVELS

The ultimate goal of the asbestos management and control regime is for all workplaces to be free from ACM. This goal will not be achieved overnight however, so it is important that all ACM be managed and controlled depending on the risk it poses. As such, in the Inspection Summary Report, each item of presumed or confirmed ACM is given a 'Priority Number' ranked between a priority of 1 for a high risk incidence through to a priority 4, for a low risk of exposure. This indicates how it should be managed. The different Priority Levels are explained below.

A site with ACM **must** have controls in place i.e. "Site Safety Register and Folder, Asbestos Register and Asbestos Hazard Site Pack"



Priority Ranking	Meaning & Recommended Control Measures
<p align="center">Critical Risk Immediate Removal Action Required</p>	<p>Based on the condition of the ACM there is an indication of an immediate or elevated health risk to workers. The ACM has been identified as High Risk, and cannot be controlled through enclosure, encapsulation or sealing. Access to the area containing the ACM should be restricted and the ACM should be safely removed immediately.</p>
<p align="center">High Risk Plan for removal</p>	<p>Based on the condition of the ACM, the likelihood that it will be disturbed and the likelihood of a person being exposed to respirable asbestos fibres, the ACM poses a potential health risk to workers in their current state. This risk is determined as requiring immediate action of the preferred control measure - elimination. Immediate removal of the asbestos containing materials is recommended. Failing removal - control measures to stabilise and isolate the material from access by any non-essential workers with regular monitoring of the condition of the material is the minimum that would be acceptable, until asbestos removal can be arranged.</p>
<p align="center">Moderate Risk Planned monitoring</p>	<p>Based on the condition of the ACM, the likelihood that it will be disturbed, and the likelihood of a person being exposed to respirable asbestos fibres, the ACM does not present an immediate health risk unless further disturbed. <u>Control measures must be implemented</u> to undertake any necessary repairs and maintenance and protect these materials from further damage, including installation of warning signs. Reassessment of this priority ranking should be undertaken when any change to the work environment or the work activity within the environment is planned.</p>
<p align="center">Low Risk</p>	<p>Products or bonded ACM that pose low health risk to workers. This material is currently undamaged, stable, non-friable, within a low assessable area. Control measures to protect these materials from damage would include identifying materials with warning signs and providing asbestos awareness instruction to workers by way of workplace training. Reassessment of this priority rating should be undertaken when any change to the work environment or the work activity within the environment is planned. E.g. low probability of disruption e.g. a well secured eave boards.</p>

Asbestos is more vulnerable to damage and more likely to release airborne asbestos fibres than others, however in general, the materials which contain a high percentage of asbestos with less bonding agent are more easily damaged. For example, asbestos insulation and lagging can contain up to 85% asbestos and are likely to release fibres. In comparison, AC contains only 10-15% asbestos and as it is tightly bound, the material will only give off fibres if it is badly damaged, broken or is worked on.

No matter which priority level the asbestos has been indicated in your risk assessment, should any renovation, maintenance or demolition work involving asbestos or asbestos related materials (ACM) be planned, please ensure the persons involved can confirm their ability and intention to comply with the requirements for how to safely remove asbestos from www.worksafe.vic.gov.au or Safety Australia.

Schedule 3—Articles of strata corporation

- 1 (1) A unit holder must—
 - (a) maintain the unit in good repair;
 - (b) carry out any work ordered by a council or other public authority in respect of the unit.
- (2) The occupier of a unit must keep it in a clean and tidy condition.
- 2 A person bound by these articles—
 - (a) must not obstruct the lawful use of the common property by any person; and
 - (b) must not use the common property in a manner that unreasonably interferes with the use and enjoyment of the common property by the other members of the strata community, their customers, clients or visitors; and
 - (c) must not make, or allow his or her customers, clients or visitors to make, undue noise in or about any unit or the common property; and
 - (d) must not interfere, or allow his or her customers, clients or visitors to interfere, with others in the enjoyment of their rights in relation to units or common property.
- 3 A person bound by these articles must not use the unit, or permit the unit to be used, for any unlawful purpose.
- 4 Subject to the *Strata Titles Act 1988*, a person bound by these articles must not, without the strata corporation's consent, keep any animal in, or in the vicinity of, a unit.
- 5 A person bound by these articles—
 - (a) must not park a motor vehicle in a parking space allocated for others or on a part of the common property on which parking is not authorised by the strata corporation; and
 - (b) must take reasonable steps to ensure that his or her customers, clients or visitors do not park in parking spaces allocated for others or on parts of the common property on which parking is not authorised by the strata corporation.
- 6 A person bound by these articles must not, without the consent of the strata corporation—
 - (a) damage or interfere with any lawn, garden, tree, shrub, plant or flower on the common property; or
 - (b) use any portion of the common property for his or her own purposes as a garden.
- 7 A person bound by these articles must not—
 - (a) bring objects or materials onto the site of a kind that are likely to cause justified offence to the other members of the strata community; or
 - (b) allow refuse to accumulate so as to cause justified offence to others.
- 8 A person bound by these articles must not, without the consent of the strata corporation, display any sign, advertisement, placard, banner or any other conspicuous material of a similar nature—
 - (a) on part of his or her unit so as to be visible from outside the building; or
 - (b) on any part of the common property.

- 9 The occupier of a unit may, without the consent of the strata corporation, paint, cover or in any other way decorate the inside of any building forming part of the unit and may, provided that unreasonable damage is not caused to any common property, fix locks, catches, screens, hooks and other similar items to that building.
- 10 The occupier of a unit used for residential purposes must not, without the consent of the strata corporation, use or store on the unit or on the common property any explosive or other dangerous substance.
- 11 A person bound by these articles—
- (a) must maintain within the unit, or on a part of the common property set apart for the purpose by the strata corporation, a receptacle for garbage adequately covered; and
 - (b) must comply with all council by-laws relating to the disposal of garbage.
- 12 A unit holder must immediately notify the strata corporation of—
- (a) any change in the ownership of the unit, or any change in the address of an owner;
 - (b) any change in the occupancy of the unit.

RESOLUTIONS AFFECTING STRATA CORPORATION 11687 INC

DISCLAIMER - Strata Data will not be held liable for any missing, incomplete or incorrect information provided prior to the commencement of our management: 26/11/1997

THE RELEVANT MINUTES should be consulted for the precise wording of resolutions.

DATE RESOLUTION

1/7/91

Articles

Schedule 3 adopted as the Articles of the Corporation.

21/10/94

Alterations to Unit 74

1. The owner of Unit 74 is granted approval to construct a toilet complex inclusive of plumbing and air conditioning installations to the unit generally but wholly within the unit and to undertake such work as is necessary to connect the toilets to all plumbing facilities subject to the satisfaction of West End Apartments Management Pty Ltd.

2. The Corporation accepts the offer of the owner of Unit 74 to lease or license a part of the unit for the purposes of enlarging the entrance lobby and the owner of the unit is permitted to remove a section of the boundary wall adjacent to the stairs to facilitate access to this area and to install an entry door in the partitioning wall forming the boundary of this area and the gaming suite subject to the satisfaction of West End Apartments Management Pty Ltd.

3. The owner of Unit 74 at his own expense is permitted to remove the bottom stair in the apartments lobby provided that any alteration complies with the Building Code and subject to the agreement and satisfaction of West End Apartments Management Pty Ltd.

6/9/95

Water Charging System

Owners are responsible for payment of quarterly rates, and the Strata Corporation will be responsible for payment of all water consumption charges which will be billed separately.

30/9/99

Authorisation of Sinking Fund Expenditure

There is a Management/Caretaking Agreement between the Manager (WEAM) and Strata Corporation 11687 (WEASC) in which the duties of the Manager are described.

In the event that WEAM considers it necessary that work be performed and that it falls within the scope of the sinking fund then WEAM is to provide WEASC with advance notice of such expenditure and to obtain the prior approval of WEASC before making any commitment to such expenditure.

WEAM is to obtain 3 quotes for any proposed expenditure from the sinking fund and provide the details to WEASC at the time of seeking approval for the expenditure.

The Management Committee is authorised to deal with matter related to expenditure from the sinking fund in accordance with this policy. CARRIED: 89 FOR 3 AGAINST

Assets Management Plan

The completion of the professional survey of the Common Property, the Management Committee is to meet with West End Apartments Management Pty Ltd, no later than 31/3/2000, to establish an Asset Management Plan incorporating the Repair and Replacement Fund and the sinking fund, and at the discretion of the Management Committee, the resulting plan will be put to unit holders either at the Extra-Ordinary General meeting or at the next Annual General Meeting. CARRIED UNANIMOUSLY

Sinking Fund

Mr R McKittrick reported on the action taken on the sinking fund as a result of the motion at the 1998 AGM. Discussions were held with West End Apartments Management Pty Ltd. The Management Committee has recommended that the sinking fund levy remain unchanged for the year 2000 and given notice of two motions, one related to a survey to be carried out and the other related to a sinking fund policy.

In July 1999, West End Apartments Management Pty Ltd applied to the Corporation for reimbursement of \$93,735 from the sinking fund.

The items were

Key Card Lock system	\$64,355
Foyer carpet	\$10,000
Replacement of hot water tanks	\$19,400

The Management Committee resolved not to reimburse the \$93,735 from the sinking fund.

The main reasons were:

Given the role of the repair and replacement fund it was felt that the items should not come out of the sinking fund.

The expenditure on the key card lock system was not seen as a valid use of the sinking fund since it went beyond maintenance of the common property.

The amounts have already been taken up in the West End Apartment Management accounts, either as operating expenses or as expenditure from the Repair and Replacement Fund.

The expenditure on the Key Card Lock System has been advised to unit owners as an amount that can be depreciated.

Prior approval for any sinking fund expenditure should have been obtained from the Corporation.

The issues that must be addressed are:

What will the sinking fund cover, versus the repair and replacement fund?

Guidelines for the future demand on the sinking fund?

Following the discussions with West End Apartment Management it was decided that the only way to determine the likely future demands on the sinking fund was to get a survey of the property done. 3 quotes have been obtained and costs in the range \$2500 to \$2500 have been indicated. However the scope of work has yet to be specified in detail and so approval to spend up to \$5000 is sought.

Mr R McKittrick confirmed that the survey was intended to cover all of the common property.

Motion 1. Survey of Common Property

Moved Mr R McKittrick seconded Mr P Harvey "that the Management Committee be authorised to arrange a professional survey of the Common Property to determine the timing and extent of likely necessary future expenditure at a cost not to exceed \$5000." CARRIED UNANIMOUSLY

Motion 2. Sinking Fund Policy

Moved Mr R McKittrick seconded Mr J Smith "that the following sinking fund policy for Strata Corporation 11687 be adopted.

Sinking Fund Policy – Strata Corporation 11687 Incorporated

1. Scope

The sinking fund will be used for Long term common property building renewal. This recognises the role of the Repair and Replacement Fund which shall be used by the Manager in its sole discretion for purposes which include 'major and substantial repairs, replacements, redecoration, alteration or improvement in or to the Common Property....' Refer to clause 7.05 of the Management and Letting Agreement.

The specific items of the original sinking fund analysis dated 30/1/91 which are considered to fall within the scope of the Sinking Fund are:

Pavings:	H/mix Road
Landscaping:	Irrigation system
Brickwork:	Cleaning
Brickwork:	Re-pointing
Roof:	Steel Col Coat
Gutters:	Steel Col Coat

12/10/00

Sinking Fund Policy – Strata Corporation 11687 Incorporated

1. Scope

Deleted:

"The specific items of the original sinking fund analysis dated 30/1/91 which are considered to fall within the scope of the Sinking Fund are:

Pavings:	H/mix Road
Landscaping:	Irrigation system
Brickwork:	Cleaning
Brickwork:	Re-pointing
Roof:	Steel Col Coat
Gutters:	Steel Col Coat

And replace with

'The specific items which are considered to fall within the scope of the Sinking Fund are:

Roof	Gutters and Downpipes
Brickwork	Roller Doors
Carparking	Courtyard paving and drainage
Landscaping	Fencing and gates
Lifts	

When periodic painting of inaccessible sections of the building is required using an external contractor with special equipment to gain access then this will be covered by the sinking fund.

As a general rule, only the larger relatively inferent expenditures related to the nominated items, classed as major repairs or replacement, will be covered by the sinking fund.”

12/12/12 **Mediated Outcome to Air Conditioning Defect**

To request that Mr M Fotheringham send the drafted letter on behalf of the Body Corporate, with the mediated settlement sum noted in section 10.1 of the letter being \$595,000.00 and 9.1 increasing by 10%.

Upon presentation of a Settlement Deed from Harvey Norman, an EGM will be required to approve signing of the Deed.

04/10/13 That the corporation empower the duly elected management committee of Strata Corporation 11687 Inc to negotiate a settlement in regards to the action against Marionel Pty Ltd between the amounts of \$100,000.00 and \$800,000.00 for the full and final payment to settle the claim. The corporation agree that the committee not only have the power to negotiate the settlement but, by majority vote of the committee, agree to the settlement and sign any deeds or agreements on this matter on behalf of the corporation without the need to call an additional Special General Meeting.”

06/03/2018 **Air Conditioning Locations**

That the attached Air Conditioner Relocation Plan, as approved by the Committee, be adopted.

Responsibility of Air Conditioning Expenditure (Body Corporate or R&R Fund)

That the responsibility of the cost relating to the replacement of the Air Conditioning be that of Breakfree Apartments, particularly the R&R fund. However where an air conditioner is to be replaced in a different location (in line with the air conditioning relocation plans), the Body Corporate cover the cost difference between a like for like replacement and a new location replacement. Further, each replacement air conditioner is to be wired to the respective unit’s switchboard.

28/09/23 **MFS Call Outs**

That if there is a possible fire all residents and owners are to contact the MFS to attend as a matter of urgency. That the cost of the call out would be the owners of the units responsibility.

03/04/24 **Embedded Network – Electricity**

That the proposal from Energy Locals, to install separate electricity meters and convert the electricity supply to an embedded network, be accepted. That the Presiding Officer be empowered to sign all contract documentation relating to the embedded network. In the event of the Body Corporate being required to contribute any funds due to unforeseen variations, the

Management Committee have the authority to consider and approve such costs.

Adoption of Community Titles Act

That, pursuant to Schedule – Transitional Provisions of the Community Titles Act 1996, The Strata Corporation resolve to adopt and operate under the Community Titles Act 1996.



Level 13, 431 King William Street
Adelaide SA 5000

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006105764
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	01/05/2025 to 01/05/2026 at 4:00pm
The Insured	STRATA CORPORATION NO. 11687 INC.
Situation	255 HINDLEY STREET ADELAIDE SA 5000

Policies Selected

Policy 1 – Insured Property

Building: \$56,511,929

Common Area Contents: \$565,119

Loss of Rent & Temporary Accommodation (total payable): \$8,476,789

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Sum Insured: \$16,953,578

Extended Cover - Loss of Rent & Temporary Accommodation: \$2,543,036

Escalation in Cost of Temporary Accommodation: \$847,678

Cost of Removal, Storage and Evacuation: \$847,678

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000



Policy 9 – Lot owners’ fixtures and improvements (per lot)
Sum Insured: \$250,000

Flood Cover is included.

Notes

It is noted that the sum insured for Policy 5 - Fidelity Guarantee is amended to \$665,000

The sum insured for all other Policies remain unchanged.

Date Printed

30/05/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Lodgement of Resolution 14450396


FORM LR (Version 3)
GUIDANCE NOTES AVAILABLE

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

LODGEMENT OF RESOLUTION

FORM APPROVED BY THE REGISTRAR-GENERAL

Orig. LR 14450396

12:35 24-Jan-2025 1 of 1

PRIORITY NOTICE ID	
--------------------	--

SERIES NO	PREFIX
	LR

AGENT CODE

LODGED BY:

CORRECTION TO: Johnston Withers
Ref: 243685

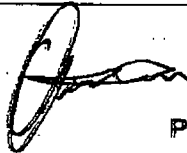

JWMC

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

PICK-UP NO.	
-------------	--

CORRECTION	PASSED BC
------------	--------------

FILED 2025 10/2/2025	  PRO REGISTRAR-GENERAL
-------------------------	---

LODGEMENT OF RESOLUTION

(Pursuant to clause 2 of Schedule 1 of the Community Titles Act 1996)

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes. It may also be used for other authorised purposes in accordance with Government legislation and policy requirements.

LAND DESCRIPTION

~~Whole of the land in Certificate of Title Volume 5025 Folio 958 - 999 inclusive and Volume 5026 Folio 1 - 34 inclusive and Volume 5030 Folio 592 - 668 inclusive~~

BC
ProRk
10-2-25

See annexure

To the Registrar-General

Wastell

I, Carolyn Patricia Westall of c/- Strata Data, SC 11687, 647 Portrush Road Glen Osmond SA 5064

being an officer of Strata Corporation No. 11687 Incorporated notify you that:

- (1) the strata corporation has decided by ordinary resolution at a duly convened meeting held at 647 Portrush Road Glen Osmond SA 5064 on 3 April 2024 that the Community Titles Act 1996 and not the Strata Titles Act 1988 will apply to the corporation and the strata scheme; and
- (2) a true copy of the said resolution as required by subclause (2) is attached.

DATED 22-1-25

.....
Carolyn Patricia Westall
 Carolyn Patricia Westall, (Signature)
 Presiding Officer, Secretary and Treasurer
etc

I, Carolyn Westall, being an officer of Strata Corporation No. 11687 Incorporated certify that the copy of the resolution attached to this certificate is a true copy of the resolution by which the corporation decided that the Community Titles Act 1996 and not the Strata Titles Act 1988 will apply to, and in relation to, the corporation and the strata scheme.

Dated the 22 day of January 2025

.....
Carolyn Patricia Westall
 Carolyn Patricia Westall, (Signature)
 Presiding Officer, Secretary & Treasurer
etc

FORM B1 (Version 3)
GUIDANCE NOTES AVAILABLE

Attach to inside left hand corner

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes. It may also be used for other authorised purposes in accordance with Government legislation and policy requirements.

<p>To be completed by lodging party</p> <p>ANNEXURE to LR 14450396 dated 22/01/2025</p> <p>over Certificate of Title Volume: Folio: -</p>	<p>Office Use Only</p> <p>NUMBER</p>
--	---

LAND DESCRIPTION

- CT's 5061/149 to 5061/155
- CT's 5061/159 to 5061/171
- CT's 5061/173 to 5061/203
- CT's 5061/205 to 5061/232
- CT's 5061/237 and 5061/238
- CT's 5061/240 to 5061/254
- CT's 5061/256 and 5061/257
- CT's 5061/260 to 5061/285
- CT 5061/287
- CT's 5061/289 to 5061/291
- CT's 5061/294 to 5061/299
- CT's 5064/360 to 5064/370
- CT 5874/538
- CT's 6171/558 and 6171/559

BC
Profl
10-2-25

Caveat 7132067

7132067



PREFIX **X** No.

69

SERIES No. **56**
TO BE COMPLETED BY AGENT

NOTES

- All panels to be completed. If insufficient space use Annexure Form B.1. This panel should then only contain the words "See Annexure A" (or as the case may be). If the panel form is deemed unsuitable, use Form B.2 or B.3 and complete subject matter in narrative form.
- The land being caveated must be defined precisely. If it comprises **PORTION ONLY** of the land comprised in Certificate of Title or Crown Lease an identification plan must be attached, unless the land can be defined by simple description, e.g. full allotment in L.T.O. Plan etc.
- If one or more caveatees, state full names, addresses and occupations. If one of several registered proprietors state only the name and description of the party against whom the caveat is lodged. If description is changed identify as "formerly....."
- Here state the nature of the estate or interest claimed and the grounds on which the claim is made. State also the quantum of the interest claimed, e.g. whole, moiety etc.
- If the caveat is required to be permissive add—"unless such dealing is made subject to my claim".
- If caveat is signed by agent the declaration should recite, I, A.B. of address and occupation as agent for the caveator.
- If a witness who is an authorised functionary completes the proof, the words "agent or caveator" must be deleted.

BELOW THIS LINE FOR OFFICE USE ONLY

EXAMINATION

CORRECTION		PASSED
O.D.R. No.		EXAMINER TO INITIAL
REFERRED	RETURNED	

REGISTERED ON **27.1.1991** AT **11:00**
BY ENTRY OF A MEMORIAL OF THIS INSTRUMENT IN THE REGISTER BOOK VOL. **5030** FOLIO **647**

Handwritten signature



ITEM(S) DELIVERED—POSTED

IN ACCORDANCE WITH DELIVERY INSTRUCTIONS

ITEM	AGENT/RGO BOX No.	DELIVERY DATE	*POSTAGE DATE	INITIALS
1				
2				
3				
4				
5				

*FILL OUT POSTAGE DATE ONLY IF ITEMS ARE RETURNED BY CERTIFIED MAIL

REGISTRAR-GENERAL'S OFFICE

SOUTH AUSTRALIA

CAVEAT

FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT, 1886

(SIGNED)

John B. Kahn Solicitor/Licensed Land Broker/Caveator

MICROFILMED	4 JUL 1991	TIME	11:30
	FEES		\$
	R.G.O.		44
	POSTAGE		
	ADVERTISING		
	NEW C. T. 1019501000535 L.T.O.		

NOTED NAMES ADDRESS CORRECT

Handwritten signature DEP. REG. GEN.

NOTICES SENT TO REGISTERED PROPRIETORS AS WITHIN

15/7/1991

Handwritten signature

DEP. REG. GEN.

BELOW THIS LINE FOR AGENT USE ONLY

Lodged by: **CLELANDS (CLEL)**
Address: **208 Carrington Street ADELAIDE S.A. 5000**

Correction to **CLEL**

DELIVERY INSTRUCTIONS: PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED AGENT(S)

ITEM	AGENT/RGO BOX No.	DELIVERY DATE	*POSTAGE DATE	INITIALS	ITEM: CT/CL REF	AGENTS NAME	AGENT RGO BOX No.	POSTAL ADDRESS*

*FILL OUT POSTAL ADDRESS ONLY IF ITEMS ARE TO BE RETURNED BY CERTIFIED MAIL

AGENTS INITIALS

Handwritten initials

Form C.1
(See Note 1)

A

CAVEAT

NOW WHOLE OF THE LAND IN
C.T. VOL 5030 FOL 647

CERTIFICATES OF TITLE
BEING CAVEATED?
(See Note 2)

Unit 131 in Strata Plan No. 11456 being portion of the land
comprised in Certificate of Title Register Book
Volume 4379 Folio 681

CAVEATOR—
PERSON LOGGING
CAVEAT
—Full name, address
and occupation.

WEST END APARTMENTS MANAGEMENT PTY. LTD. of 142 Hindley Street
Adelaide 5000

CAVEATEE—
REGISTERED
PROPRIETOR
—Full name, address
and occupation.
(See Note 3)

HINDMARSH ADELAIDE BUILDING SOCIETY the registered office of which
is at ~~Governor Hindmarsh Centre Hindmarsh Square~~ Adelaide 5000
165 Pirie Street

(See Note 4)

THE CAVEATOR CLAIMING an estate or interest as equitable Mortgagee under
and by virtue of a certain Agreement dated the 26 day of June 1991
made between the caveator and the caveatee which said Agreement is
deposited in the General Registry Office No. 477 of 1991.

01328117

COMMISSIONER OF STAMPS
S.A. STAMP DUTY
ADJUDGED
NOT CHARGEABLE
02/07/91 11:53

(See Note 5)

FORBIDS THE REGISTRATION OF ANY DEALING WITH THE ESTATE OR INTEREST OF THE ABOVENAMED
CAVEATEE IN THE SAID LAND. UNLESS SUCH DEALING SHALL BE MADE SUBJECT TO THE
CAVEATOR'S CLAIM AND THE CAVEATOR, CONSENTING TO THE DEALING IN WRITING,
OR CLELANDS SOLICITORS ON ITS BEHALF

ADDRESS FOR SERVICE OF NOTICES AND PROCEEDINGS
SUSAN CLAIRE BIGGS
208 Carrington Street
ADELAIDE S.A. 5000

INSERT AN ADDRESS
WITHIN SOUTH AUSTRALIA.

DATED THIS 1st DAY OF July 1991

SIGNATURE OF
CAVEATOR OR HIS
OR HER AGENT

SIGNED BY THE CAVEATOR AS AGENT FOR THE CAVEATOR
Susan Biggs

DECLARATION
(See Note 6)

I, SUSAN CLAIRE BIGGS of 208 Carrington Street Adelaide 5000 Solicitor
as Agent for the Caveator

IF DECLARED BY
AGENT WITH NO
PERSONAL
KNOWLEDGE ADD—
"AS I HAVE BEEN
INFORMED AND
VERILY BELIEVE"

DECLARE THAT THE ALLEGATIONS IN THE ABOVE CAVEAT ARE TRUE IN SUBSTANCE AND IN FACT.

DECLARATION BY
CAVEATOR OR HIS
OR HER AGENT

DECLARED AND SUBSCRIBED AT
Adelaide

BY THE SAID
SUSAN CLAIRE BIGGS
Susan Biggs

THIS 1st DAY OF July 1991

J. B. KAIN
A Commissioner for taking affidavits in
the Supreme Court of South Australia

BEFORE ME
J. B. Kain

SHORT FORM OF
PROOF
(See Note 7)

Appeared before me at Adelaide the 1st day of July 1991
SUSAN CLAIRE BIGGS

the Caveator/Agent within described, the party executing the within instrument, being a person well known to me, and did freely and voluntarily
sign the same.

(SIGNED) *J. B. Kain*
J. B. KAIN
A Commissioner for taking affidavits in
the Supreme Court of South Australia

PRODUCED TO ME THIS 4th DAY OF July 1991 AT 11:30
J. B. Kain
DEPUTY REGISTRAR-GENERAL

**GRO NO. 477 OF 1991 - MANAGEMENT AND LETTING
AGREEMENT**

WEST END APARTMENT

MANAGEMENT AND LETTING AGREEMENT

Unit No. 131

in Strata Plan No.'d 11456

CLELANDS

208 Carrington Street

ADELAIDE S A 5000

REF:SCB

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20

MANAGEMENT AND LETTING AGREEMENT

COMMISSIONER OF STAMPS
S.A. STAMP DUTY
27/06/91 293732 15:11
\$0.20

THIS AGREEMENT is made the 26th day of June 1990

BETWEEN: HINDMARSH ADELAIDE BUILDING SOCIETY having its registered office at Governor Hindmarsh Centre, Hindmarsh Square, Adelaide (hereinafter together with its successors and assigns called "the Owner") of the one part and WEST END APARTMENTS MANAGEMENT PTY. LTD. a company duly incorporated in the State of South Australia and having its registered office at 142 Hindley Street Adelaide in the said State (hereinafter with its successors and permitted assigns called "the Manager") of the other part

WHEREAS :-

- A. The Owner is registered as proprietor of Unit No. 131 in Strata Plan No. 11456 being a Residential Unit in the property known as West End Apartments which Unit comprises a carpark unit subsidiary and is fully furnished and fitted out for letting purposes and includes the chattels listed in Schedule 1 hereto (hereinafter called "the Owner's Unit").
- B. The Owner wishes to provide for the letting of the Owner's Unit in conjunction with the letting of all other Residential Units on the Site principally as serviced apartments together with the caretaking and management of the Common Property.
- C. The Manager has the expertise to manage the letting of the Residential Units as serviced apartments and in caretaking, management and regulation of Common Property.
- D. The Owner and the Manager have agreed on the performance of certain duties by the Manager and the granting to the Manager of certain rights and privileges as Manager of the West End Apartments.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. INTERPRETATION:

In the interpretation hereof, except to the extent that such interpretation shall be excluded by or be repugnant to the context, the following words and phrases shall have the meanings respectively assigned to them and the following provisions relating to interpretation shall apply:-

- 1.01 "Act" means the South Australian Strata Titles Act 1988 as amended.
- 1.02 "Adjusted Operating Expenses" means the amount of Operating Expenses in an Operating Year adjusted by the deduction of the amount equal to the aggregate for the same Operating Year of:-
 - (a) payments for the leasing of any Operating Equipment, and

- (b) repayments of Establishment Expenses as to both principal and interest, and
 - (c) any authorised repayments in respect of Initial Working Capital as to both principal and interest.
- 1.03 "Articles" means the Articles of the Strata Corporation as varied in accordance with the Act from time to time.
- 1.04 "Auditor" means Nelson Parkhill BDO or such other firm in lieu thereof agreed between the Manager and the Owner.
- 1.05 "Business" means the operation of the Common Property, the Residential Units and the Carpark Areas as a residential accommodation complex (including but not limited to the operation of such complex as a serviced apartments complex) pursuant to this Agreement and the Other Agreements.
- 1.06 "Carpark Areas" means all those areas set aside for carparking on the ground floor and shown on the Strata Plan as unit subsidiaries.
- 1.07 "Commencement Date" means the date specified in Clause 2.01 hereof.
- 1.08 "Common Property" means the property held by the Strata Corporation in Trust for the Unit Holders in equitable shares equal to each Unit Holders Unit Entitlement and comprises by reference to the Strata Plan and to any explicit statement as to Unit/Common Property boundaries thereon:-
 - (a) any land or space that is not within a Unit;
 - (b) any pipe, cable, wire, duct or drain that is not for the exclusive use of a Unit;
 - (c) any structure that is not for the exclusive use of a Unit installed before deposit of the Strata Plan;
 - (d) any structure installed by the Strata Corporation as part of the Common Property;
 - (e) any other structure on the site committed to the care of the Strata Corporation as part of the Common Property.
 - (f) any wall or fence between a building that forms part of a Unit and a Unit subsidiary to that Unit.
- 1.09 "Establishment Expenses" means the total of the amounts agreed between the Manager and the Original Owner (and estimated to be in the sum of \$150,000.00) pursuant to this Agreement and the Other Agreements already provided or hereafter to be provided prior to the Commencement Date by the Original Owner for the Manager to promote, market and establish the Business prior to the Commencement Date.
- 1.10 "First Extended Term" means as specified in Clause 2.02 hereto.
- 1.11 "Gross Revenue" means all revenues and income of any kind collected or received by the Manager (or which the Manager is entitled to collect or receive) and derived directly or indirectly from the Business and includes without limiting the generality of the foregoing:-
 - (a) monies received from the letting or use of the Common Property, the Residential Units and the Carpark Areas;

- (b) monies received from the provision of services to Lessees or users of any of the Common Property, the Residential Units and the Carpark Areas;
 - (c) any interest earned from investing monies out of the Management Account or the Repair Replacement Account in pursuance of Clauses 5.03 and 7.04 hereof.
- 1.12 "HFS" means Hindmarsh Financial Services Ltd. and its successors and permitted assigns as the Guarantor under an Income Guarantee Deed.
- 1.13 "Income Guarantee Amount" means, in respect of an Operating Year, the amount equal to the guaranteed minimum net income amount due to the Owner pursuant to an Income Guarantee Deed executed by the Owner and calculated thereunder and where the Owner has not executed and does not have the benefit of an Income Guarantee Deed then the amount shall be zero.
- 1.14 "Income Guarantee Deed" means any Deed hereafter made between Hindmarsh Financial Services Limited as Guarantor and the Owner (excluding the Original Owner) providing for payment to the Owner of a guaranteed minimum net annual income in respect of the Owner's Unit.
- 1.15 "Income Guarantee Period" means the period of the Term commencing on the Commencement Date and expiring on the 30th day of June 1996 or the 30th day of June in any later year during which the Owner's Income Guarantee Deed expires.
- 1.16 "Initial Working Capital" shall mean the total of the amounts agreed between the Manager and the Original Owner (and estimated to be in the sum of \$150,000.00) pursuant to this Agreement and the Other Agreements as sufficient funds to meet the initial working capital needs for the operation by the Manager of the Business for the first three (3) months of the Term.
- 1.17 "Management Account" means as defined in Clause 5.02 hereof.
- 1.18 "Management/Caretaking Agreement" means an agreement bearing even date herewith between the Strata Corporation and the Manager in relation to Common Property Management.
- 1.19 "Management Fee" means as defined in Clause 4.01 (a).
- 1.20 "Management Incentive Fee" means as defined in Clause 4.01 (b).
- 1.21 "Manager" means West End Apartments Management Pty. Ltd. together with its successors and permitted assigns.
- 1.22 "Manager's Unit" means Unit No. 73 in the Strata Plan.
- 1.23 "Operating Equipment" shall mean all equipment required for the day-to-day operation of the Business such as telephone system for the Residential Units and Manager's Unit, computer and software for accounting purposes, adding machines, furnishing of Manager's Unit and reception area music system and all tools necessary for maintenance and engineering, the equipment necessary for the cleaning of the Common Property, the Residential Units and the Carparks Areas and all other utensils, uniforms, all linen requisites and other similar items necessarily required to satisfactorily operate the Business.
- 1.24 "Operating Expenses" means the entire cost and expense of establishing, maintaining, operating and supervising the operation of the Business including but not limited to:-
- (a) cost and expense of purchasing or leasing Operating Equipment,

- (b) cost and expense of purchasing Operating Supplies,
- (c) depreciation of Operating Equipment,
- (d) salary, wages, bonuses, payroll taxes, worker's compensation insurance and other expenses of staff and employees of the Business,
- (e) insurances to be effected by the Manager,
- (f) maintenance and service contracts on lifts and Operating Equipment,
- (g) costs and expenses of carrying out the obligations of the Manager under the Management/Caretaking Agreement (other than expenditure to be made from the Repair & Replacement Fund),
- (h) expenditure from the Repair & Replacement Fund, pursuant to Clause 7.05,
- (i) bad debts written off,
- (j) charges for Group Services and Benefits pursuant to Clause 8.21 hereof.
- (k) payment of Establishment Expenses and interest thereon to the Original Owner subject to and upon the terms set out in Clause 2.07 hereof.
- (l) interest payable to the Original Owner on Initial Working Capital subject to and upon the terms set out in Clause 2.08 hereof,
- (m) all and any other costs and expenses incurred by the Manager in complying with its duties and obligations under this Agreement.

BUT shall not include unless expressly provided herein costs of gross salary and wages, bonuses, payroll taxes, insurance, workers compensation, travelling expenses and other benefits of employees of the Manager's affiliated companies who are not directly employed in the Business at the Site except where the Manager reasonably considers it necessary for the benefit of the Business that any such employees from interstate attend in Adelaide and limited to a maximum of five visits per Operating Year.

- 1.25 "Operating Supplies" shall mean food and beverages and other consumable items used in the operation of the Business, such as fuel, soap, cleaning materials, matches, stationery and all other similar items.
- 1.26 "Operating Working Capital" shall mean such amounts from time to time that the Manager may reasonably require as working capital for the uninterrupted and efficient operation by the Manager of the Business and shall specifically exclude initial Working Capital.
- 1.27 "Operating Year" shall mean each period of 12 calendar months commencing on the 1st day of July during the Term or any lesser periods from the Commencement Date to the next 30th day of June and from the 1st day of July to the expiration or earlier determination of the Term.
- 1.28 "Original Owner" means Hindmarsh Adelaide Building Society and the term "Original Owner" where used herein shall mean the said Society as the registered proprietor of all of the Residential Units and the term "Original Owner" where used herein does not mean and specifically excludes any successor or assign of the said Society as the registered proprietor of any of the Residential Units.
- 1.29 "Original Term" means as specified in Clause 2.01 hereto.

- 1.30 "Other Agreements" means agreements made between the Manager and each of the Other Owners upon the same terms and conditions as this Agreement in respect of the other Residential Units.
- 1.31 "Other Owners" means the Residential Unit Holders (other than the Owner).
- 1.32 "Outgoings of the Owner's Unit" means:-
- (a) all Council Rates, Engineering and Water Supply Department Rates and Land Tax assessed on the Unit, and
 - (b) all contributions levied by the Strata Corporation in respect of the Unit.
- 1.33 "Owner" means the Original Owner and its respective successors, legal representatives and permitted assigns.
- 1.34 "Owner's fitout, furniture and chattels" means all fixtures, fittings, furniture, equipment and other chattels within the Unit particulars of which are set out in Schedule 1 hereto and all and any replacements thereof from time to time.
- 1.35 "Owner's Proportion" means the proportion that each Owner's Unit Entitlement bears to the sum of the Unit Entitlements of all the Residential Unit Holders.
- 1.36 "Owner's Return" means as specified in Clause 4.02 hereto.
- 1.37 "Owner's Unit" means the Unit referred to and identified in Recital A hereto.
- 1.38 "Quarter" means each period of three calendar months ending on the 31st day of March, 30th day of June, 30th day of September or 31st day of December in each Operating Year or any lesser periods expiring on any of the aforesaid dates proportionate to the number of days in the respective quarter.
- 1.39 "Quarter Days" means as specified in Clause 6.04 hereto.
- 1.40 "Repair and Replacement Account" means as defined in Clause 7.01 hereto.
- 1.41 "Repair and Replacement Fund" means as defined in Clause 7.03 hereto.
- 1.42 "Residential Unit Holder" means the Unit Holder of a Residential Unit.
- 1.43 "Residential Units" means the 144 Units numbered 1 to 72 inclusive and 76 to 147 inclusive in the Strata Plan and includes as specified on the Strata Plan all unit subsidiaries including carpark subsidiaries.
- 1.44 "Second Extended Term" means as specified in Clause 2.03 hereto.
- 1.45 "Site" means the land comprised in the Strata Plan and the buildings and other improvements on or to such land.
- 1.46 "Strata Corporation" means Strata Corporation No. 11456 Incorporated AND upon amalgamation of Strata Plan No. 11456 with Strata Plan No. 11372 pursuant to Section 16 of the Act means the Strata Corporation created from the amalgamation of the two Strata Plans.
- 1.47 "Strata Plan" means Strata Plan No. 11456 deposited in the Lands Titles Registration Office by the Registrar General over Lot 2 in Deposited Plan No'd. 31094 being portion of the land comprised in Certificate of Title Register Book Volume 4211 Folio 613 AND upon amalgamation of Strata Plan No. 11456 with Strata Plan No. 11372 (which plan is deposited over Lot 1 in Deposited Plan

- No'd. 31094) into a single Strata Plan pursuant to Section 16 of the Act means the amalgamated Strata Plan thereby created.
- 1.48 "TAA" means as defined in Clause 2.09(b) hereof.
- 1.49 "TAP" means as defined in Clause 2.09(b) hereof.
- 1.50 "TGP" means as defined in Clause 2.09(b) hereof.
- 1.51 "Term" means the Original Term, the First Extended Term and the Second Extended Term.
- 1.52 "Unit" means each area shown on the Strata Plan as a specific unit and numbered accordingly and includes any unit subsidiary so shown on the Strata Plan and numbered accordingly.
- 1.53 "Unit Entitlement" means the number so assigned to a Unit as specified in the Strata Plan in pursuance of Section 6 of the Act.
- 1.54 "Unit Holder" means:-
- (i) a person registered as proprietor of an estate in fee simple in a Unit;
 - (ii) if the fee simple is divided into a life estate with a remainder or reversionary interest - the person registered as the proprietor of the life estate.
- 1.55 Headings have been inserted for guidance only and shall not form part of nor affect the interpretation hereof.
- 1.56 Reference to clauses, sub-clauses, paragraphs and sub-paragraphs are references to clauses, sub-clauses, paragraphs and sub-paragraphs hereof.
- 1.57 References to a person include corporations, natural persons and all other entities capable of suing and being sued.
- 1.58 References to a statute include all statutory provisions amending, consolidating or replacing the same and all by-laws, orders in Council, ordinances, proclamations, regulations, rules and other authorities made thereunder.
- 1.59 Reference to writing include typing, lithography, photocopying, telex, facsimile and any other means of producing or reproducing words in a visible form.
- 1.60 Words importing the singular number include the plural and vice versa.
- 1.61 Words importing any particular gender include all genders.
- 1.62 Where two (2) or more persons are named herein (or are encompassed herein) as the Manager:-
- (a) the expression "the Manager" shall be a reference to those persons jointly as well as to each of them severally; and
 - (b) this instrument and the obligation and agreements on their part therein contained or implied shall bind those persons jointly as well as each of them severally.
- 1.63 Where any provision hereof requires the doing of any act by the Owner that act shall be sufficiently done if done by any duly authorised agent of the Owner.

1.64 Except as otherwise provided in this Agreement or as the context may otherwise require:-

- (a) all computations and determinations as to financial matters, and all financial statements to be prepared under this Agreement, shall be made or prepared in accordance with the definitions contained in the Uniform System of Accounts for Hotels (Eighth Revised Edition) published and adapted by the American Hotel and Motel Association.
- (b) all accounting terms used in this Agreement shall have the meanings respectively ascribed to such terms by such Uniform System as aforesaid.

2. APPOINTMENT, TERM, RIGHTS AND POWERS:

2.01 Appointment for Original Term

The Owner hereby appoints the Manager in all things as the letting agent and manager of the Owner's Unit and operator of the Business for a term of nine years ten months two days certain to expire on the 2nd day of May 2001 ("Original Term") and the Manager hereby accepts such appointment upon the terms and conditions hereinafter appearing.

2.02 First Option to Renew

- (a) Subject to sub-clauses (b) and (c) of this clause 2.02 the Manager shall have the option of renewal of this Agreement for a further period of TEN (10) years (hereinafter referred to as "First Extended Term") from the expiration of the Original Term hereby granted upon the same terms and conditions as are herein contained excluding this present sub-clause.
- (b) If the Manager shall desire to exercise this option for renewal the Manager shall give notice in writing of such desire to the Owner not less than three (3) calendar months prior to the expiration of the Original Term hereby granted provided however that no premium shall be payable by the Manager on the exercise of any option.
- (c) The Manager's option for renewal may only be exercised by the Manager if the Manager is not in default of any of the covenants agreements and stipulations on the part of the Manager contained in this Agreement at the time of giving the notice referred to in sub-clause 2.02(b) hereof and if between the time of giving such notice and the Commencement Date of the First Extended Term the Manager strictly observes and performs all of the covenants agreements and stipulations on the part of the Manager contained in this Agreement.

2.03 Second Option to Renew

- (a) Subject to sub-clauses (b) and (c) of this clause 2.03 the Manager shall have the further option of renewal of this Agreement for a further period of TEN (10) years (hereinafter referred to as "Second Extended Term") from the expiration of the First Extended Term hereby granted upon the same terms and conditions as are herein contained excluding this present sub-clause.
- (b) If the Manager shall desire to exercise this option for renewal the Manager shall give notice in writing of such desire to the Owner not less than three (3) calendar months prior to the expiration of the First Extended Term hereby granted provided however that no premium shall be payable by the Manager on the exercise of any option.

- (c) The Manager's further option for renewal may only be exercised by the Manager if the Manager is not in default of any of the covenants agreements and stipulations on the part of the Manager contained in this Agreement at the time of giving the notice referred to in sub-clause 2.03(b) hereof and if between the time of giving such notice and the Commencement Date of the Second Extended Term the Manager strictly observes and performs all of the covenants agreements and stipulations on the part of the Manager contained in this Agreement.

2.04 Rights of Manager and Owner

- (a) During the Term, the Site shall at all times be known and designated as "West End Apartments" or by such other name as may be from time to time agreed by the Owner, the Other Owners and the Manager. The Manager acknowledges that the name "West End Apartments" is the property of the Owner and the Other Owners in their respective Owner's Proportions.
- (b) During the Term, the Manager shall not transfer, assign, mortgage, charge, encumber, lease or part with the possession of the Manager's Unit otherwise than in accordance with Clause 10 hereof.
- (c) During the term, the Manager shall have the full free and unfettered control of the Owner's Unit and the terms of letting the Owner's Unit and the Owner shall not in any way interfere with the letting and management of the Owner's Unit and the operation of the Business by the Manager.
- (d) During the Term, the Owner forgoes any right or entitlement to occupy the Owner's Unit other than upon the same terms as the Manager lets the Owner's Unit in the ordinary course of the Business.
- (e) During the Term, the Owner shall do all things necessary as a member of the Strata Corporation to ensure that the:-
- (i) rights of the Manager under the Management/Caretaking Agreement continue and that the Manager has unfettered use of the Common Property as is necessary to carry on the letting and management of the Owner's Unit and operate on the Business, and
 - (ii) contributions to and levies by the Strata Corporation are sufficient to cover the actual or expected liabilities of the Strata Corporation of whatsoever nature including but not limited to insurance by the Strata Corporation of all the buildings in the Strata Plan, and
 - (iii) insurance by the Strata Corporation of the buildings in the Strata Plan is effected with an insurer recommended by the Manager and together with the other insurances to be effected by the Manager hereunder PROVIDED THAT the Strata Corporation is satisfied with the Manager's recommendations.
- (f) During the Term, the Owner shall not be entitled to remove any furniture or equipment from the Owner's Unit and if any furniture or equipment in the Owner's Unit is subject to any lease or hire purchase agreement, bill of sale or the like, the Owner shall pay all monies due and fulfil all obligations on the Owner's part under any such agreement.
- (g) During the Term, the Owner shall promptly pay and bear the Outgoings of the Owner's Unit.

2.05 Manager as Agent

- (a) The Manager shall act solely on behalf of and as agent for the Owner and the Other Owners and not in its own behalf.
- (b) All debts, obligations and other liabilities incurred by the Manager in performance of its duties shall be incurred on behalf of the Owner and the Other Owners and the Manager shall not be personally liable for the payment of any such debts, obligations and other liabilities.

2.06 Power in Manager to enter contracts

Solely as Agent for and on behalf of the Owner and the Other Owners in their respective Owner's Proportions:-

- (a) the Manager is hereby authorised to lease Operating Equipment for the purposes of operating the Business and carrying out and complying with its obligations herein limited to the following items:-
 - (i) telephone system for the Residential Units and the Manager's Unit,
 - (ii) computer and accounting software,
 - (iii) adding machines, and
 - (iv) furniture for the Manager's Unit and reception area music.
- (b) the Manager is hereby authorised and directed to enter into the Management/Caretaking Agreement with the Strata Corporation.
- (c) the Manager is hereby authorised to enter into such contracts as are reasonably necessary for the day to day operation of the Business in accordance with its obligations herein.

2.07 Establishment Expenses

- (a) Prior to the Commencement Date, the Original Owner shall procure and provide to the Manager the amount of the Establishment Expenses.
- (b) Establishment Expenses (being the total amount thereof and not any Owner's Proportion thereof) procured and provided by the Original Owner shall be and be deemed to be on and from the Commencement Date a liability of the Owner and the Other Owners in their respective Owner's Proportions for a term not exceeding the Income Guarantee Period and shall bear interest at the fixed rate of 18% per annum (or such other fixed rate of interest as the Manager and the Original Owner may agree) and shall be repayable by equal annual repayments of principal and interest in arrears with interest calculated and accruing annually (or such other terms of repayment as the Manager and the Original Owner may agree).
- (c) The Owner and the Other Owners in their respective Owner's Proportions hereby authorise and request the Manager out of Gross Revenue as an Operating Expense to pay the Original Owner interest on the Establishment Expenses as aforesaid and to repay the Original Owner the amount of the Establishment Expenses as aforesaid.

- (d) For the purposes of this Clause 2.07 where and for so long as the Original Owner is the registered proprietor of the Owner's Unit the Original Owner agrees and accepts the foregoing provisions of this Clause 2.07 notwithstanding that the effect thereof is that the Original Owner is accepting and authorising a liability in the Owner's Proportion to pay itself interest and to repay itself Establishment Expenses.

2.08 Working Capital

- (a) On or before the Commencement Date and during the first three (3) months of the Term, the Original Owner shall procure and provide to the Manager an amount or a facility for the Manager to draw upon equal to the Initial Working Capital which amount or facility drawdowns shall be paid into the Management Account.
- (b) Initial Working Capital (being the total amount thereof and not any Owner's Proportion thereof) procured and provided by the Original Owner shall be and be deemed to be a liability of the Owner and the Other Owners in their respective Owner's Proportions and shall bear interest at the rate of 18% per annum (or such other rate as the Original Owner and the Manager may agree) calculated and payable quarterly in arrears and shall be repayable to the Original Owner.
- (c) The Owner shall only be liable to repay the Owner's Proportion of Initial Working Capital out of entitlements of the Owner under this Agreement receivable by the Owner from Operating Years occurring during the Income Guarantee Period AND also only if in such an Operating Year occurring during such period the Owner first receives or is entitled to receive pursuant to this Agreement an amount equal to the Income Guarantee Amount pursuant to the calculations to be made under Clause 2.09 hereof AND at the end of the aforesaid period if any amount of Initial Working Capital still remains owing to the Original Owner then the Original Owner shall forego and discharge the Owner and the Other Owners from any further repayment of or on account of Initial Working Capital and payment of any interest thereon.
- (d) Subject to the terms of the immediately preceding sub-clause (c), the Owner and the Other Owners hereby authorise and request the Manager to pay (out of Gross Revenue as an Operating Expense) to the Original Owner interest on the Initial Working Capital as aforesaid and to repay or appropriate for repayment (out of Gross Revenue but not as an Operating Expense) to the Original Owner the amount of the Initial Working Capital owing from time to time and only in the circumstances so allowing and pursuant to calculations to be made in Clause 2.09 hereof.
- (e) For the purposes of this Clause 2.08 where and for so long as the Original Owner is the registered proprietor of the Owner's Unit, the Original Owner agrees and accepts the foregoing provisions of this Clause 2.08 notwithstanding that the effect thereof is that the Original Owner is accepting and authorising a liability in the Owner's Proportion to pay itself interest and to repay itself Initial Working Capital.
- (f) From time to time throughout the Term after the first three months thereof, where the Manager may reasonably require for the uninterrupted and efficient operation of the Business, the Owner shall procure and provide an amount equal to the Owner's Proportion of Operating Working Capital which amount shall be paid into the Management Account.

2.09 Last Quarter Operating Year Special Calculations

- (a) This sub-clause shall only apply to Operating Years occurring during the Income Guarantee Period.
- (b) The Owner and the Other Owners pursuant to their respective Income Guarantee Deeds have requested and authorised HFS and HFS has therein agreed during the last Quarter of each such Operating Year to provide the Manager a statement dealing the following amounts:-
- (i) The total amount of payments that have been paid (if any) by HFS to the Owner under the Owner's Income Guarantee Deed during the preceding Quarters of that Operating Year (such total amount so paid by HFS shall hereinafter be called "TGP"); and
- (ii) The total amount of payments that have been made by the Manager to the Owner under this Agreement during the preceding Quarters of that Operating Year (such total amount so paid by the Manager shall hereinafter be called "TAP"); and
- (iii) The resultant amount calculated by HFS pursuant to Clause 7.1(d) of the Income Guarantee Deed in relation to Outgoings of the Owner's Unit (which amount shall for the purposes of this Clause 2.09 be called "D"); and
- (iv) The amount calculated by HFS pursuant to Clause 7.1(e) of the Income Guarantee Deed in relation to any payments made by the Owner (if any) during that the last Quarter of that Operating Year to the Manager hereunder being contributions to Operating Working Capital (which amount shall for the purposes of this Clause 2.09 be called "C"); and
- (v) The Income Guarantee Amount for that Operating Year.
- (c) Prior to the Manager making any payment or issuing any statement under Clause 6.04 hereof for the last Quarter of each Operating Year during the Income Guarantee Period and subject to HFS provided the statement pursuant to Clause 2.09 (b) hereof, the Manager shall calculate the total of the amount available for payment to the Owner under this Agreement for such last Quarter pursuant to Clause 6.04 hereof (such amount so available for payment to the Owner by Manager shall hereinafter be called "TAA") and thereupon the Manager shall make the following calculations and comply with the directions resulting from the following formulas:-

WHERE $\text{Income Guarantee Amount} < \text{TAA} + \text{TAP} + \text{TGP} - (\text{D} + \text{C})$

the Manager is hereby directed and authorised by the Owner under this Agreement to pay and apply the TAA to the extent of the amount thereof or remaining amount thereof (if any) in the following priority and order of payment:-

- (i) first to the Owner, an amount not exceeding when such amount is added to the result of the calculation of $\text{TAP} + \text{TGP} - (\text{D} + \text{C})$ the amount of the Income Guarantee Amount, so that the Owner receives or is entitled to receive (to the extent available) a total amount for the Operating Year equal to the Income Guarantee Amount pursuant to this Agreement and the Owner's Income Guarantee Deed PROVIDED THAT where the Owner has not executed an Income Guarantee Deed then this first step shall be omitted by the Manager; then

- (ii) second to HFS, such amount not exceeding the TGP PROVIDED THAT where the Owner has not executed an Income Guarantee Deed then this second step shall be omitted by the Manager; then
- (iii) third to the Original Owner, such amount in repayment (or appropriation for repayment) of the Owner's Proportion of the Initial Working Capital amount as may then remain unpaid (if any); then
- (iv) finally, to the Owner.

AND where Income Guarantee Amount > TAA + TAP + TGP - (D + C)

the Manager shall pay the whole of the amount of the TAA to the Owner.

3. NO RIGHT TO SEPARATE ACCOUNTING

- 3.01 The Manager warrants and the Owner acknowledges that the Manager has entered into the Other Agreements with the Other Owners on the same terms as herewith.
- 3.02 The Owner acknowledges and agrees that the Manager shall not be responsible to maintain a separate accounting for the Owner of income and expenses pertaining to the Owner's Unit or to the Business but that rather the Manager shall and is hereby authorised to:-
 - (a) to co-mingle income received by the Manager in respect of the Owner's Unit with both income received by the Manager in respect of all other Residential Units owned by the Other Owners and any other income received generally from the Business, and
 - (b) to co-mingle expenses incurred by the Manager in respect of the Owner's Unit with both expenses incurred by the Manager pursuant hereto in respect of all other Residential Units owned by the Other Owners and all other expenses incurred generally in the operation of the Business.
- 3.03 The Owner acknowledges and agrees that:-
 - (a) the Owner is entitled to share in the Gross Revenue in the amount equal to the Owner's proportion thereof; and
 - (b) the Owner is obliged to contribute to the Operating Expenses, the Management Fee, the Management Incentive Fee, the Repair and Replacement Fund and (only during the Income Guarantee Period) any authorised repayment of or on account of Initial Working Capital pursuant to Clauses 2.08 and 2.09 hereof to the Original Owner in the amounts equal to the Owner's Proportion thereof.

4. REMUNERATION OF MANAGER

- 4.01 In each Operating Year, the Owner shall pay to the Manager, the Owner's Proportion of an amount equal to the aggregate of:-
 - (a) five per cent (5%) of the Gross Revenue of the Business for that Operating Year (hereinafter called "the Management Fee"); and
 - (b) ten per cent (10%) of the Owner's Return (as hereinafter defined) for that Operating Year (hereinafter called "Management Incentive Fee").
- 4.02 For the purposes of calculating the Management Incentive Fee pursuant to Clause 4.01(b) hereof, the Owner's Return shall mean in respect of the relevant Operating

Year the amount calculated by deducting from the Owner's Proportion of Gross Revenue the following:-

- (a) the Owner's Proportion of the Adjusted Operating Expenses;
- (b) the Owner's Proportion of the Management Fee; and
- (c) the Outgoings of the Owner's Unit.

4.03 The Management Fee, the Management Incentive Fee and the Outgoings of the Owner's Unit shall each be deemed to accrue from day to day and shall be calculated in respect of and adjusted so that they apply to the Operating Year or other period in relation to which such calculation is being made.

4.04 The Management Fee and the Management Incentive Fee shall be paid to the Manager in the manner set out in Clause 6.

5. RECEIPT OF REVENUE

5.01 The Manager shall receive the Gross Revenue as trustee for and on behalf of the Owner and the Other Owners, who shall (subject to the right of the Manager to pay therefrom the Operating Expenses, the Management Fee and the Management Incentive Fee) have beneficial ownership of the Gross Revenue in their respective Owner's Proportions.

5.02 The Manager shall open a bank account in the name of the Manager and styled "Management Account" (herein referred to as "Management Account") and shall therein bank all monies received on account of the Gross Revenue.

5.03 As trustee for and on behalf of the Owner and the Other Owners, the Manager is hereby authorised and requested by the Owner to invest any funds standing to the credit of the Management Account at any time for a term not exceeding ninety (90) days in the following:-

- interest bearing deposits with any bank, building society, merchant bank or cash management trust;
- any authorised interest bearing trustee investment;

and any interest earned through such investment shall be and form part of the Gross Revenue of the Business.

5.04 In each Operating Year, the Owner shall be entitled to and shall be paid by the Manager an amount equal to the Owner's Proportion of the Gross Revenue for the relevant Operating Year less the aggregate of the Owner's Proportion for the same Operating Year of:-

- (a) the Operating Expenses, and
- (b) the Management Fee, and
- (c) the Management Incentive Fee, and
- (d) the contributions to the Repair and Replacement Fund under Clause 7.02 hereof, and
- (e) any authorised repayment of or on account of Initial Working Capital to the Original Owner pursuant to Clauses 2.08 and 2.09 hereof (limited to Operating Years occurring during the Income Guarantee Period).

- 5.05 The Manager shall account to the Owner in respect of the monies due the Owner under this Clause 5 in the manner set out in Clause 6 and shall pay the Owner monies due to the Owner under this Clause 5 at the times and in the manner set out in Clause 6 hereof.
- 5.06 The Owner's Proportion of Gross Revenue shall be deemed to accrue from day to day and shall be calculated in respect of and adjusted so that it applies to an Operating Year or other period in relation to which a calculation is being made.
- 5.07 Any credit balance remaining in the Management Account on the expiration or earlier determination of the Term shall be paid to the Owner in the Owner's proportion after payment or allowance for Operating Expenses, Management Fees and Management Incentive Fees and (if occurring during the Income Guarantee Period) the balance (if any) of the Initial Working Capital amount to the Original Owner.

6. ACCOUNTING, PAYMENTS AND AUDITORS REPORTS

- 6.01 (a) At least Thirty (30) days prior to the Commencement Date of this agreement and prior to the Commencement Date of each Operating Year the Manager shall furnish to the Owner an estimate of the Owner's Proportion of:-
- (i) the Gross Revenue;
 - (ii) the Operating Expenses;
 - (iii) the Management Fee;
 - (iv) the Adjusted Operating Expenses;
 - (v) the Outgoings of the Owner's Unit;
 - (vi) the Management Incentive Fee;
 - (vii) the Repair & Replacement Fund contributions and expenditure;
- for the Operating Year about to commence AND a statement of cash flow being a projection of monthly cash flows for that Operating Year for the Business and the Owner's Proportion thereof.
- (b) At any time within fourteen (14) days after receipt of such estimates and cash flows from the Manager for any Operating Year, the Owner shall be entitled to raise any queries in relation thereto. If the Manager is unable to satisfy the Owner's queries before the commencement of the Operating Year then there shall be deemed to be a dispute or difference between the Manager and the Owner.
- (c) The Manager may at any time during any Operating Year revise any such estimates and cash flows and give notice in writing to the Owner of any such revision together with any applicable basis therefor and also the Manager shall at any time where the Manager becomes aware of any reason that would substantially alter such estimates and cash flows give notice in writing to the Owner.
- (d) In providing the estimate of Outgoings of the Owner's Unit the Manager shall be entitled to request and the Owner shall provide information in the possession of the Owner in relation thereto.

(e) The Owner acknowledges that the Manager shall not make or give any guarantee, warranty or representation in connection with the said estimates and cash flows they being intended as a best estimate and broad guide only.

- 6.02 The Manager shall pay promptly as and when they fall due the Operating Expenses out of the monies in the Management Account.
- 6.03 At the end of each Quarter, the Manager shall be entitled to pay itself out of the Management Account, the Management Fee for that Quarter and the appropriate proportion of the estimated Management Incentive Fee for that Operating Year.
- 6.04 Within Twenty One (21) days after the last day of each Quarter, ("the Quarter Days"), the Manager shall pay to the Owner an amount equal to the Owner's Proportion of the Gross Revenue to the relevant Quarter Day less the aggregate of the Owner's Proportion to the relevant Quarter Day of:-
- (a) the Operating Expenses, and
 - (b) the Management Fee, and
 - (c) the Management Incentive Fee, and
 - (d) the contributions to the Repair and Replacement Fund under Clause 7.02 hereof.

The Manager shall furnish to the Owner within 21 days after the last day of each Quarter, together with such payment, a statement detailing the calculation of the payment made.

Notwithstanding the foregoing provisions of this Clause 6.04, in respect of the last Quarter of each Operating Year occurring during the Income Guarantee Period but not thereafter, the Manager shall first calculate the payment pursuant to the foregoing provisions of this Clause 6.04 that is available for the Owner and prepare the statement with respect thereto and then, prior to making any such payment or issuing any such statement to the Owner, the Manager shall comply with Clause 2.09(c) hereof and thereby carry out the calculations therein and shall add such calculations to the aforesaid statement and shall only pay the Owner such amount or amounts that result from the calculations so made under Clause 2.09(e) hereof.

- 6.05 Within Thirty (30) days after the end of each Operating Year, the Owner shall furnish to the Manager a statement of the Outgoings of the Owner's Unit for the Operating Year immediately ended to permit the Manager finally to calculate its Management Incentive Fee. If the Owner fails so to do, the Manager shall be entitled to seek information for itself as to the Outgoings of the Owner's Unit and to use this information to estimate the Outgoings of the Owner's Unit for that Operating Year and such estimate may then be used by the Manager for the purpose of calculating its Management Incentive Fee.
- 6.06 Within sixty (60) days after the end of each Operating Year, the Manager shall furnish to the Owner a statement containing such details as may be reasonably appropriate and showing for such Operating Year:-
- (a) the Gross Revenue and the Owner's Proportion thereof;
 - (b) the Operating Expenses and the Owner's Proportion thereof;
 - (c) the Management Fee and the Owner's Proportion thereof;

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- (d) the Adjusted Operating Expenses;
- (e) the Outgoings of the Owner's Unit;
- (f) the Management Incentive Fee and the Owner's Proportion thereof;
- (g) the contributions to the Repair and Replacement Fund, the Owner's Proportion thereof and the amount standing to the credit of that Fund at the end of such Operating Year;
- (h) any authorised repayment (or appropriation for repayment) of Initial Working Capital to the Original Owner pursuant to Clause 2.08 and 2.09 and the balance of Initial Working Capital and the Owner's Proportion of each (but only during years occurring during the Income Guarantee Period);
- (i) the Owner's Proportion of any non-deductible items under the Income Tax Assessment Act 1936 (as amended) and the Owner's Proportion of building and other depreciation; and
- (j) any authorised amount paid direct by the Manager to HFS pursuant to Clause 2.09 hereof (but only for Operating Years occurring during the Income Guarantee Period); and
- (k) the amount payable to the Owner; and

together with the Auditors report verifying or otherwise the Gross Revenue, Operating Expenses, Adjusted Operating Expenses the Repair and Replacement Fund contributions and expenditure and any repayment of Initial Working Capital expressed in the Manager's statement and confirming the calculations of the Owner's Proportions and the amount payable to the Owner.

6.07 The books and records of the Business shall be audited by the Auditor both at the end of the second Quarter in each Operating Year and at the end of each Operating Year and shall be kept in all material respects in accordance the provisions of Clause 1.64 hereof and it is agreed that:-

- (a) the Owner and the Auditor shall be entitled at any time to inspect the financial records and books of account of the Manager and the Manager shall make such books of account and records available for inspection at the Site.
- (b) the Manager shall comply with any reasonable direction or request made by the Auditor for the purpose of keeping such accounts and the manner of their preparation.

6.08 The parties agree that in relation to the operation of the Business and of the Management Account and for the purpose of meeting the respective obligations of the parties hereto in accordance with the terms of this Agreement, the following priority and order of payment shall apply and be made in relation to the Gross Revenue and monies in the Management Account, namely:-

- (a) Gross Revenue shall be paid to the Management Account;
- (b) Operating Expenses in relation to the operation of the Business shall be made from the Management Account;
- (c) Payment to the Manager of the Management Fee and Management Incentive Fee;

- (d) Contributions to the Repair & Replacement Fund under Clause 7 hereof;
- (e) any authorised payment to HFS but only during the Income Guarantee Period;
- (f) any authorised repayment of or on account of Initial Working Capital to the Original Owner pursuant to Clauses 2.08 and 2.09 hereof but only during the Income Guarantee Period;
- (g) Payments to the Owner.

7. THE REPAIR AND REPLACEMENT FUND

7.01 The Manager shall open a bank account in the name of the Manager and styled "Repair and Replacement Account" and therein bank the contributions specified in the next succeeding sub-clause.

7.02 During each Operating Year, the Manager shall deduct from the Gross Revenue and pay from the Management Account to the Repair and Replacement Account an annual amount equal to:-

- (a) in each of the first Operating Year (being the first Operating Year having a duration of at least twelve calendar months) and of the second Operating Year, one per cent (1%) of the Gross Revenue,
- (b) in each of the third and fourth Operating Years, one and one-half per cent (1½%) of the Gross Revenue,
- (c) in each of the fifth and subsequent Operating Years (excluding any Operating Year having a duration of less than 12 calendar months), two percent (2%) of the Gross Revenue,

OR such other annual amounts that may be agreed from time to time between the Owner and the Manager.

7.03 The monies standing to the credit of the Repair & Replacement Account from time to time shall be known as the Repair & Replacement Fund and shall be held by the Manager as trustee for and on behalf of the Owner and the Other Owners who shall have (subject to the right of the Manager to use the Repair & Replacement Fund in pursuance of its rights in Clause 7.05 hereof) the beneficial ownership of the Repair and Replacement Fund in their respective Owner's Proportions.

7.04 As trustee for and on behalf of the Owner and the Other Owners, the Manager is hereby authorised and requested by the Owner to invest any funds standing to the credit of the Repair & Replacement Fund Account at any time for a term not exceeding ninety (90) days in the following:-

- interest bearing deposits with any bank, building society, merchant bank or cash management trust;
- any authorised interest bearing trustee investment;

and any interest earned through such investment shall be and form part of the Gross Revenue of the Business.

7.05 The Repair & Replacement Fund shall be used by the Manager in its sole discretion for the purposes (whether under this Agreement, the Other Agreements or the Management/Caretaking Agreement) of all or any major and substantial repairs, replacements, redecoration, alteration or improvement in or to the Common

Property, the Residential Units, any item of Owner's fitout, furniture and chattels or Operating Equipment, including but without limiting, heating, lighting, sanitary equipment, air-conditioning, laundry, refrigerating equipment, lifts, carpark, basement areas, lounges and accommodation and all other areas occupied by licensees and lessees which shall be required at any time during the term of this Agreement to maintain the Site and the Owner's fit out, furniture and chattels and the Operating Equipment therein in good operating condition or by reason of any laws, ordinances, rules or regulations now or hereafter in force, or by order of any governmental or municipal power, department, agency, authority or officer, or otherwise.

- 7.06 At the end of each Operating Year the Manager shall provide full details of any replacements of the Owner's fitout furniture and chattels for the purposes of depreciation claims thereon by the Owner.
- 7.07 Any credit balance remaining in the Repair & Replacement Fund:-
- (a) at the end of each Operating Year, shall be carried forward and retained until fully used as herein provided, and
 - (b) on the expiration or earlier determination of the Term, shall be paid to the Owner in the Owner's Proportion.
- 7.08 Except in relation to the Owner's fitout, the Manager may make structural alterations or additions to the Site only with the prior consent in writing of the Owner first had and obtained which consent shall not be arbitrarily or unreasonably withheld.

8. DUTIES OF THE MANAGER

The Manager shall operate the Business for and on behalf of the Owner and the Other Owners and in so doing shall expeditiously and with every endeavour carry out the following duties:-

- 8.01 Let the Residential Units at the best rates reasonably available and charge and collect monies due for such letting.
- 8.02 Operate and allow use of the Car Parking Areas at best rates reasonably available and charge and collect monies due for such use.
- 8.03 Clean, service and supervise the Common Property, Residential Units and the Carpark Areas.
- 8.04 Maintain and staff a 24 hour/day reception desk.
- 8.05 Maintain, repair or replace (as the case requires) any damaged items of Owner's fitout, furniture and chattels or of Operating Equipment and effect as the Manager deems reasonably necessary any redecoration alteration or improvement in the Residential Units;
- 8.06 Negotiate and arrange for contracts in respect of the Residential Units required in the ordinary course of operation, including, without limiting the generality of the foregoing contracts for electricity, gas, telephone, pest extermination and contracts for the purchase of operating supplies.
- 8.07 Supervise the standard of tenants of all lettings arranged by it and shall ensure, so far as practicable, that no nuisance is created on the Site and that the Site is not brought into disrepute.

- 8.08 Use its best endeavours to establish, promote, foster and improve and expand the Business and to increase the goodwill attaching thereto and the returns therefrom for the Owner.
- 8.09 Erect or procure the erection of signs in or about the Common Property (of a size and design and in locations approved by the Strata Corporation) for the purpose of promoting and fostering the Business.
- 8.10 At its own expense, obtain all necessary permits or consents or licences required by any local authority or other lawful authority to enable it to conduct on the Site, the Business, and it will at all times and from time to time conduct the Business in a manner so as not unduly to interfere with the quiet enjoyment and occupation of Units and comply with all such licences and permits and conditions attaching thereto, all statutes, regulations and by-laws or ordinances in any way relating to the Business and the Articles and rules of the Strata Corporation.
- 8.11 Promote and advertise the Business and for the purposes thereof without restricting the generality thereof arrange for the preparation of brochures, the erection of signs, the placing of advertisements in local, national and international publications, the obtaining of listings throughout the travel industry, general advertising and promotion of public relations on both the short and long term. For the purposes of advertising, promotion and the development of goodwill free or discounted accommodation or other services or benefits may be provided by the Manager in the Common Property, the Residential Units, the Carpark Areas or the Manager's Unit.
- 8.12 Comply with and carry out its obligations under the Management/Caretaking Agreement made with the Strata Corporation.
- 8.13 Maintain a comprehensive system of office records, books and accounts in relation to the receipts and expenditure of the Business.
- 8.14 Negotiate and arrange for the inclusion of the Residential Units in any booking or referral system that the Manager considers likely to be beneficial.
- 8.15 Take any appropriate steps, including legal actions or proceedings, to collect any moneys due in respect of the Business, to oust guests or tenants or to cancel or terminate any leases or occupancies for breach or default.
- 8.16 Hire or contract for the supply of the necessary staff and services and provide and use the Manager's Unit to carry out the Manager's duties herein.
- 8.17 Insure and maintain on behalf of the Owner and the Other Owners insurance of all fixtures, fittings, furniture, equipment and other chattels from time to time and for the time being within the Residential Units, the Common Property and the Manager's unit to the full value thereof as permitted by law against all usual risks including but without limiting the generality thereof against malicious damage, theft and fire.
- 8.18 Effect and keep current:-
- (a) a workers' compensation insurance policy in respect of all employees of the Manager employed in the Business, and
 - (b) a public risk insurance policy in respect of any losses damages or claims arising from or in connection with loss of life, personal injury and/or damage to property arising from any occurrence at the Site, and
 - (c) machinery breakdown insurance for all machinery in or about the Site, and

- (d) money and goods in transit insurance and at the Site, and
- (e) loss of profits insurance for the Management Fee, the Management Incentive Fee and the amounts payable to the Owner,

and the Manager shall indemnify and keep indemnified the Owner and the Other Owners from and against any such losses damages or claims.

- 8.19 Observe, perform and comply with all leases for Operating Equipment.
- 8.20 All other duties necessary for the efficient management and operation of the Business.
- 8.21 Provide or shall cause its affiliated companies to provide in the operation of the Business and for the benefit of guests inter-hotel reservation, convention and business promotion sales, promotion publicity, public relations, and all other group benefits services and facilities including joint advertising programmes to the extent appropriate and furnished to other apartments/hotels owned or operated by affiliated companies of the Manager (hereinafter called "Group Services and Benefits"). Charges for Group Services and Benefits including salaries and travel expenses of officers or employees in the supply of Group Services and Benefits, performed on behalf of the Business and other apartments/hotels operated by affiliated companies of the Manager, shall be apportioned pro rata as to the number of apartments involved. The total of all charges referred to in this Clause shall not exceed one half of one percent (0.5%) of Gross Revenue in an Operating Year without the approval of the Owner.

9. PROCEDURE ON SALE OR MORTGAGE OF THE UNIT

- 9.01 The Owner covenants with the Manager that in the event of the Owner selling or otherwise disposing of its interest in the Unit to any person persons or corporation then the Owner will obtain from such purchaser or transferee a covenant in favour of the Manager that such purchaser or transferee will recognise and be bound by the covenants herein contained on the part of the Owner to the same extent as if such purchaser or transferee had originally been named herein as the Owner and that in the event of such purchaser or transferee further selling or otherwise disposing of its interest in the Unit to any other person persons or corporation during the Term then such purchaser or transferee shall obtain from such subsequent purchaser or transferee a covenant in favour of the Manager in terms similar to those in this sub-clause contained. In any contract for sale of the Owner's Unit, the Owner shall include as a condition of the sale and obtain the intending Purchaser's agreement to the following conditions:-

"A. The Vendor declares and the Purchaser acknowledges, accepts and agrees that:-

- (1) the Vendor is bound by a certain Management and Letting Agreement in respect of the Unit which Agreement is registered in the General Registry Office Adelaide and Numbered of 1991 ("the Management and Letting Agreement"), and
- (2) The Purchaser has prior to or contemporaneously with the execution of this contract received from the Vendor a copy of the Management and Letting Agreement, and
- (3) The Vendor is bound to obtain the consent in writing of the Manager prior to transferring the Vendor's title to the Unit, and
- (4) The interest of the Manager under the Management and Letting Agreement is notified by a permissive Caveat registered on the title to the Unit requiring the Manager's consent to dealings with the Unit, and

- (5) The Manager as Caveator will and is obliged under the Management and Letting Agreement to consent to the registration of a Memorandum of Transfer of the Unit or other dealing subject to the Caveat upon the Purchaser first executing a valid assignment of the Management and Letting Agreement in accordance with the following condition "B" of this Contract, and
- (6) The Memorandum of Transfer of the Unit to the Purchaser will be subject to the aforesaid Caveat of the Manager.

B. The Purchaser hereby acknowledges that it is a condition precedent to the completion of this Contract that on or before the settlement date the Purchaser will execute and accept a Deed of Assignment of the Management and Letting Agreement in the form and upon the terms of the Deed annexed to the Management and Letting Agreement and the Purchaser as a condition of this Contract hereby agrees to execute and accept the said Deed of Assignment of the Management and Letting Agreement on or before the date of settlement. The costs of and incidental to the preparation of the Deed of Assignment, all stamp duty thereon and any costs of and incidental to the obtaining of the Manager's consent to transfer of the Unit subject to the Caveat shall be borne and paid by the Vendor."

The aforesaid Deed of Assignment to be entered into by the intending Purchaser and annexed to the Contract for sale of the Owner's Unit shall be in the form annexed hereto and marked "Schedule 2" and such Deed shall be completed by the Owner by the insertion of:-

- (a) the date of execution thereof;
- (b) the names of the Assignor and the Assignee; and
- (c) a reference in the recitals thereof to any previous deed or deeds of assignment entered into pursuant to this Clause 9.01; and
- (d) any further necessary formal matters

9.02 At the time of entering into any mortgage of the Owner's Unit, the Owner shall procure that any Mortgagee shall enter into a written agreement with the Manager which shall provide that in the event of the said mortgagee exercising its power of sale or entering into possession or exercising any other rights in the event of default in respect of the Owner's Unit that it will be bound by Clause 9.01 hereof as if it were the Owner selling or otherwise disposing of its interest in the Unit under Clause 9.01 hereof.

9.03 The Owner hereby charges in favour of the Manager all the Owner's estate and interest in the Owner's Unit with payment of the Management Fee, the Management Incentive Fee and the Operating Expenses in accordance with the terms of the Agreement and the Owner agrees that the Manager shall be entitled to lodge and maintain a permissive Caveat against the Owner's Unit notifying the Manager's interest pursuant to this agreement and providing for the Manager's consent to dealings.

9.04 The Manager as Caveator will:-

- (a) consent to any sale transfer mortgage or other alienation of the Owner's Unit after the purchaser transferee or mortgagee or alienee as the case may be has entered into a Deed or an Agreement as provided either in Clause 9.01 or Clause 9.02 hereof as the case may be; and
- (b) cause such caveat to be immediately withdrawn upon so being requested by the Owner after either the termination or expiration of this Agreement.

10. ASSIGNMENT BY THE MANAGER10.01 When permitted

The Manager shall not assign its interest in this Agreement except in accordance with this clause. Any purported assignment not made in accordance with this clause shall not bind the Owner and shall not pass any interest in this Agreement to any purported assignee. The Manager may only assign its interest in this Agreement:-

- (a) with the prior consent in writing of the Strata Corporation given pursuant to a Special Resolution (as defined in the Act) passed at a general meeting of the Strata Corporation (called for such purpose in accordance with the Act), and
- (b) upon the condition that the Manager contemporaneously assigns to the proposed Assignee together with its interest in this Agreement, all its estate and interest in the Manager's Unit and all its rights in the Management/Caretaking Agreement and the Other Agreements.

10.02 Manager's obligations prior to general meeting

- (a) the Manager shall give at least two (2) months' written notice to the Strata Corporation of the proposed assignment which notice shall include all pertinent details of the proposed assignee and shall provide at least two (2) character references (or in the case where the proposed assignee is a corporate, at least two (2) character references of the principal directors) and at least two (2) business references and a bank opinion in respect of such assignee;
- (b) the Manager shall provide to the reasonable satisfaction of the Strata Corporation evidence that the proposed assignee is a respectable, responsible and financially sound person capable of adequately performing and observing the provisions of this Agreement and the Other Agreements;
- (c) the Manager shall provide the proposed assignees execution or written agreement to execute and the Manager shall execute or agree in writing to execute a Deed between the proposed assignee, the Manager, the Owner and the Other Owners in a form reasonably required by Special Resolution of the Strata Corporation, which Deed contains, inter alia a covenant by the proposed assignee to be bound by and to observe and perform the provisions hereof as if the proposed assignee were the original manager named herein;
- (d) the Manager shall bear all proper and reasonable costs and expenses incurred by the Strata Corporation of and incidental to any enquiry which may be made by or on behalf of the Strata Corporation as to the respectability, responsibility and financial status of or otherwise relating to the proposed assignee;
- (e) the Manager shall bear all proper and reasonable costs and expenses incurred by the Strata Corporation in respect of the assignment (including, without limitation, solicitor's professional costs and outlays in the preparation, negotiation, execution and stamping of any document relating to the assignment);
- (f) if the proposed assignee is a corporation other than a public company, and if required by the Special Resolution of the Strata Corporation, the

directors and/or principal shareholders (as the Strata Corporation may require) of such corporation shall have guaranteed the covenants and agreements on the part of the proposed assignee, such guarantee to be prepared by the Strata Corporation's solicitors;

- (g) as from the date from which an assignment of the Manager's interest in this Agreement takes effect the Manager's obligations hereunder shall cease except it's obligations hereunder arising from any breach hereof occurring prior to such assignment.

10.03 Subrogation by Owner to Strata Corporation

The Owner hereby irrevocably appoints the Strata Corporation and the Strata Corporation's Company Secretary for the time being or any one of them the Owner's true and lawful attorney or attorneys with full powers either in the name of the Owner or in the name of the Strata Corporation to do all acts and things necessary in the name of the Owner for the purposes of any assignment by the Manager pursuant to Clauses 10.01 and 10.02 hereof. The Owner agrees that for the purposes of all Owner's rights under Clause 10 to subrogate such rights to the Strata Corporation and to be bound by any Special Resolution (as defined in the Act) of the Strata Corporation in relation thereto.

11. INDEPENDENT DETERMINATION

11.01 If any difference or dispute arises at any time between the parties hereto as to any matter (other than a fundamental breach hereof) in connection with this Agreement then either party may give notice in writing to the other of such dispute. At the expiration of seven (7) days after delivery of such notice unless such dispute has been settled it may be referred to a nominee of the President (or other senior officer) of the Australian Institute of Chartered Accountants which nominee must be a person with a reasonable amount of experience in the accommodation industry resident in South Australia and who shall be instructed to make a determination in respect of the dispute having regard to all the circumstances and to the terms and conditions of this Agreement provided always that the nominee nominated hereunder shall determine the dispute in its capacity as an expert and not as an arbitrator and its decision shall bind the parties hereto.

11.02 The nominee nominated hereunder shall be entitled to nominate by whom the cost of the determination shall be paid.

12. TERMINATION RIGHTS

12.01 The Owner may terminate this Agreement if:

- (a) the Manager fails to keep, observe, or perform any material covenant, agreement, term or provisions hereof to be kept, observed or performed by the Manager, and such default shall continue for a period of thirty (30) days after notice thereof by the Owner to the Manager. If such default cannot be cured within thirty (30) days then the said period of thirty (30) days shall be extended by the Owner by such additional period as shall be reasonable provided that the Manager has commenced to cure such default; or
- (b) the Manager shall be wound up or dissolved or placed under official management or a receiver or manager of its assets appointed.
- (c) any statement furnished by the Manager pursuant to Clause 6.06 hereof in respect of any Operating Year having a duration of at least twelve (12) calendar months commencing after the expiration of 5 Operating Years

each having a duration of 12 calendar months which shows that there is no amount payable to the Owner and the Owner gives notice of such termination of this agreement within sixty (60) days after the receipt of the said Statement and in this respect time shall be of the essence. In the event that such notice of termination is given under this Clause 12.01 (c) then this agreement shall be deemed to be terminated at the end of the Quarter next following the receipt of the said notice by the Owner.

- (d) The voluntary abandonment of the Site by the Manager;
- (e) The failure of Manager to maintain and operate the Business at the Site at the standards in accordance with its obligations PROVIDED HOWEVER that such failure shall not constitute default, unless and until such failure to maintain, and operate the Business at the Site is not remedied within sixty (60) days of notice in writing to the Manager from the Owner detailing the terms of such failure to maintain and operate the Business at the Site PROVIDED HOWEVER that nothing in this clause shall affect the right of the Manager to have any dispute or disagreement between the Owner and the Manager relating to any such failure by the Manager determined in accordance with Clause 11 hereof.
- (f) If Manager or its servants or agents are guilty of material or gross mismanagement in the operation of the affairs of the Business and the provisions contained herein PROVIDED HOWEVER that this shall not constitute default where the Manager have advised the Owner of the action being taken to remedy the alleged mismanagement and as far as practicable have advised the Owner that such action is being taken within thirty (30) days of the date of service of a notice in writing upon the Manager detailing the alleged mismanagement. If the Owner considers that the action propose to be taken by the Manager to remedy such alleged mismanagement has not been taken, the Owner may issue a further written notice detailing the action it considers necessary to remedy the alleged mismanagement and requesting the Manager to implement the same. If within thirty (30) days of the service of the second notice action has not been taken by the Manager and details thereof delivered to the Owner then subject to the provisions for arbitration, the Manager shall be in default.

12.02 The Manager may but shall not be obliged to terminate this Agreement if:

- (a) The Owner shall fail to keep, observe, or perform any material covenant, agreement, term or provision to be kept, observed or performed hereunder by the Owner, and such default shall continue for a period of thirty (30) days after notice thereof by the Manager to the Owner. If such default cannot be cured within thirty (30) days then the said period of thirty (30) days shall be extended by the Manager by such additional period as shall be reasonable provided that the Owner has commenced to cure such default;
- (b) the Owner (being an individual) shall be declared bankrupt or insolvent;
- (c) the Owner (being a company) shall be wound up or dissolved or be placed under official management or a receiver or manager of its assets appointed;
- (d) the Owner shall make any assignment of its property for the benefit of creditors;

- (e) the Owner's Unit or the Common Property or any portion thereof shall be damaged or destroyed by fire or other casualty and if the Owner fails to undertake the repair, restoration, rebuilding or replacement of any such damage or destruction within six months after such fire or other casualty or shall fail to procure the completion of the same diligently;
- (f) the Site is condemned in whole or in part or the Manager reasonably determines that the remaining facilities are insufficient for the efficient and profitable operation of the Business;
- (g) the Owner repeatedly fails or refuses to observe the Manager's rights of non-interference from the Owner after having received written notice from the Manager to cease and desist such action;
- (h) the Owner ceases to be the registered proprietor of the Owner's Unit;

12.03

Action Upon Termination

Upon the lawful determination of this Agreement for whatever reason and where the question of determination is in dispute upon order of the Arbitrator and/or a Court of Competent Jurisdiction as the case may be;

- (a) The Manager shall deliver to the Strata Corporation upon behalf of the Owner:
 - (i) a duly executed Memorandum of Transfer of the Manager's Unit for no monetary consideration and the duplicate Certificate of Title therefor;
 - (ii) duly executed authorities relinquishing all rights to operate and control the Management Account and the Repair & Replacement Account;
 - (iii) duly executed assignments of any leases of Operating Equipment or other contracts held in the name of the Manager for no monetary consideration;
 - (iv) possession and control of the Manager's Unit, all Operating Equipment (including any on lease) and Operating Supplies;
 - (v) all manuals, booking sheets, notes, writings and other documents relating to the Business;
 - (vi) all signs, colour schemes and other features associated with the Agreement hereby granted;
 - (vii) all Owner's fitout, furniture and chattels, and
 - (viii) all books of account, records, any or all correspondence or other material which is in the possession of the Manager.

AND the Strata Corporation shall hold all the foregoing on behalf of the Owners and the Other Owners in their respective proportions.

- (b) The Manager will immediately resolve by special resolution to change its name to a name which does not incorporate "WEST END APARTMENTS" and lodge a notice of such resolution in the Corporate Affairs Commission and immediately discontinue use of the business name (if any) used in connection with the Business and any business name used by the Manager incorporating the words "WEST END" and shall forthwith sign a

Notice of Cessation of Use and a form of Statement of Change of Persons in relation to whom a Business Name is registered under the Business Names Act, 1963 to transfer the said business name to a person or persons or company nominated by the Strata Corporation if so required by the Strata Corporation shall sign such other forms under the Companies (South Australia) Code, the Business Names Act or under any other Act or legislation relating to the said Company name or business name which shall be required by the Owner to divest the Manager of the entitlement to use the said name and to vest the ownership of the said name in the Strata Corporation or its nominee;

- (c) The Manager hereby irrevocably appoints the Strata Corporation and the Strata Corporation's secretary for the time being or any one of them its true and lawful attorney or attorneys with full powers either in the name of the Manager or in the name of the Strata Corporation
 - (i) to complete and execute the said Notice of Resolution or Notice of Cessation or Statement of Change and to lodge the said documents at the Office of the Corporate Affairs Commission and to otherwise take such action and execute such documents as may be necessary to divest the Manager of the entitlement to use the said name and to vest the ownership of the said name in the name of the Strata Corporation or its nominee;
 - (ii) to complete and execute the said Memorandum of Transfer of the Manager's Unit,
 - (iii) to complete and execute assignments of leases of Operating Equipment.
- (d) The Manager shall execute all such documents and do all such things as are necessary to remove the name of the Manager from any property belonging to the Owner;
- (e) The Manager shall not be relieved by its obligations to pay any money due by it to the Owner pursuant to this Agreement;
- (f) The Owner hereby irrevocably appoints the Strata Corporation and the Strata Corporation's Secretary for the time being or any one of them the Owner's true and lawful attorney or attorneys with full powers either in the name of the Owner or in the name of the Strata Corporation to do all acts and things necessary in the name of the Owner for the purposes of Clause 12.03 hereof. The Owner agrees that for the purposes of all Owner's rights under Clause 12.03 to subrogate such rights to the Strata Corporation and to be bound by any Special Resolution (as defined in the Act) of the Strata Corporation in relation thereto.

13. ABATEMENT AND DESTRUCTION

- 13.01 If the whole or any part of the Owner's Unit shall be destroyed or damaged by fire, flood, lightning, storm, tempest or other disabling cause so as to render the same substantially unfit for the use and occupation thereof then any obligation of the Owner to contribute to the Operating Expenses or to the payment of the Management fee or the Management Incentive Fee and any entitlement of the Owner to share in the Gross Revenue shall abate until such time as the Owner's Unit shall have been rebuilt or reinstated or made fit for the occupation and use thereof or until termination of this Agreement as herein provided.

- 13.02 (a) If the Site or any portion thereof shall be totally destroyed at any time or times during the Term by fire or any insured casualty risk or for any other reason then the Manager acknowledges that the Strata Corporation (of which the Owner is a member) shall have the sole right or option to determine whether or not to rebuild and reinstate the Site to its former state or to any other state or condition;
- (b) In the event that the Strata Corporation fails to determine to rebuild and reinstate within six (6) months from the date of such damage or destruction then this Agreement shall terminate without payment of compensation to the Manager;
- (c) If the Strata Corporation shall decide to rebuild or reinstate the Site then the Manager shall operate and manage the Apartments on the same terms as this Agreement for the balance of the term of this Agreement following completion of the Site so built or reinstated.

14. NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Agreement and the Other Agreements shall constitute or be construed to be or create a partnership or joint venture either between the Owner and the Manager or between the Owner and the Other Owners.

15. ENTIRE AGREEMENT

The Owner acknowledges that he does not rely upon any warranty or representations made by the Manager or any person on behalf of the Manager (except such as are expressly provided herein) but has relied entirely on his own judgment and enquiries. This agreement constitutes all of the understandings and agreements of whatsoever nature or kind existing between the parties with respect to the Manager's letting and management of the Owner's Unit and operation of the Business.

16. INDEMNIFICATION

The Manager shall, during the Term hereof and after the termination or expiration of this Agreement, indemnify the Owner and hold the Owner harmless from and against all damages, losses, claims, actions, liability and costs for which it is held liable, or which it incurs in any litigation or proceeding, as a result of or arising out of:

- 16.01 A breach of this Agreement, or any other agreement between the parties, by the Manager; or
- 16.02 Any negligent or wilful act or omission of the Manager its employees, agents, servants, contractors or others for whom it is in law responsible.

17. ACKNOWLEDGEMENT

It is hereby acknowledged declared covenanted and agreed that the duties and obligations upon the Manager hereunder may be performed and undertaken by any one of the shareholders of the Manager and the fact that such duties and obligations may be performed and undertaken solely by only one of the said shareholders shall not of itself constitute an assignment by the Manager of its rights, duties and obligations hereunder.

18. MODIFICATION AND CHANGES

This Agreement cannot be changed or modified except by another agreement in writing signed by the party sought to be changed therewith or by his or its duly authorised agent.

19. PARTIAL INVALIDITY

If any provision of this Agreement or the application of any provision to any person or circumstances is held invalid or unenforceable the remainder hereof and the application of such provision to other persons or circumstances shall remain valid and enforceable.

20. BINDING EFFECT

This Agreement shall be binding upon and be for the benefit of the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and permitted assigns (as the case may be).

21. WAIVER

21.01 The failure of any party to insist upon a strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy but the same shall continue and remain in full force and effect.

21.02 No waiver by any party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

22. NOTICES

22.01 Without prejudice to any other means of giving any notice required to be given hereunder such notice may be given by mailing the same by registered mail to the registered office of the party to whom such notice is addressed.

22.02 The parties hereto shall promptly notify each other of any change of their respective addresses.

23. NO MERGER

No act done or document or paper writing executed pursuant to or in connection herewith shall operate to prevent any provision or part hereof to which effect has not been fully given thereby from continuing to have full force and effect, or as a merger of any of the powers, rights and remedies of the parties pursuant hereto to which effect has not been fully given thereby.

24. COSTS

24.01 The Owner shall pay and bear all stamp duty assessed hereon or on any duplicate hereof. The Manager in its own right shall pay and bear the preparation costs and registration fees of any caveat lodged over the title to the Unit in pursuance of Clause 9.03 hereof.

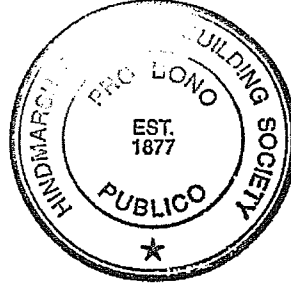
24.2 Where a party hereto is in default under this Agreement, it shall pay to the other party all costs (including legal costs on a solicitor and own client basis) which are reasonably incurred by such other party in connection with such default. Without derogating from the generality of the foregoing, legal costs shall be deemed to have been reasonably incurred in the obtaining of advice, the attempted exercise of any power, remedy or right hereunder, the actual exercise of any power, remedy or right hereunder, or the institution or prosecution of proceedings in respect of any such default.

25. PROPER LAW

This Agreement shall be construed, interpreted and applied in accordance with and be governed by the laws of South Australia.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the day and year first hereinbefore written.

THE COMMON SEAL of HINDMARSH)
ADELAIDE BUILDING SOCIETY)
was hereunto affixed in the)
presence of:-)



[Handwritten Signature]
.....Director
[Handwritten Signature]
.....Director/Secretary

THE COMMON SEAL of WEST END)
APARTMENTS MANAGEMENT PTY. LTD.)
was hereunto affixed in the)
presence of:-)



[Handwritten Signature]
.....Director
[Handwritten Signature]
.....Director/Secretary

SCHEDULE 1

OWNER'S CHATELS

SCHEDULE 1

OWNER'S CHATTELS

APARTMENT TYPE C FLOOR PLAN

Air-conditioner
 Built-in cupboards in the kitchen and bedrooms
 Kitchen sink and insinkerator
 Toilet, shower and basin
 Window treatments
 Carpets, tiled bathroom and kitchens
 Light fittings

Bed Ensemble - Q	1	Chair Balcony	1
Bed Ensemble - S	0	Table Balcony	1
Blanket - Q	2	Plate Dinner	6
Blanket - S	0	Plate Entree	6
Mattress Protector - Q	1	Tea saucer	6
Mattress Protector - S	0	Teacup	7
Pillow Dacron	3	Bowl soup	6
Bedspread - Q	1	Egg cup	2
Bedspread - S	0	Spoon tea	6
Valance - Q	1	Spoon dessert	6
Valance - S	0	Spoon soup	6
Shower Curtain	1	Spoon serving	1
Drapes	1	Knife dinner	6
Bedhead - Q	1	Knife carving	1
Bedhead - S	0	Fork dinner	6
Bedside Cabinet	2	Fork dessert	6
Stool Dressing	0	Fork carving	1
Table Coffee & Top	1	Pan sauce	3
Table side & top	1	Pan fry	1
Cabinet side	0	Bowl mixing	2
Luggage Rack	1	Colander	1
Table Dining	1	Knife Utility	1
Chair Dining	4	Egg slice	1
Chair Dining Cushion	4	Spoon wood	1
Bedsitter	1	Corkscrew	1
Lounge 2 seater	0	Can opener	1
Chair Lounge	1	Peeler	1
Lamp console	2	Bowl ovenproof	1
Lamp desk	1	Egg beater	1
Artwork large	1	Trash can	1
Artwork small	1	Sink drainer	1
Glass Tumbler 10 oz	6	Clock radio	1
Glass Stem	6	Television	1
Bowl Salad	2	Ironing board	1
Jug Milk	1	Ironing board cover	1
Shaker set S & P	1	Coat hanger	10
Toaster	1	Compendiums	1
Jug electric	1	Tray tea & coffee	1
Iron electric	1	Tray minibar	1
Refrigerator	1	Ashtray	3
Hand broom	1	Dustpan	1
Toilet Brush set	1	Trash can b/broom	1
Washing machine	1	Clothes dryer	1
Stove electric	1	Rangehood	1
Garbage disposal	1	Plate Fruit/Cereal	6
Plate B/B	6		

-31-

SCHEDULE 2

DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT is made the _____ day of _____ 199

BETWEEN: WEST END APARTMENTS MANAGEMENT PTY. LTD. of 248 Flinders Street, Adelaide South Australia, 5000 (hereinafter together with its successors and assigns called "the Manager") of the first part

AND: _____

(hereinafter called "the Assignor") of the second part

AND: _____

(hereinafter called "the Assignee") of the third part

WHEREAS:

- A. The Assignor is registered as the proprietor of the whole of the land comprised in Certificate of Title Register Book Volume ___ Folio ___ being Unit No. ___ in Strata Plan No. ___ and situated at West End Apartments, 245-267 Hindley Street, Adelaide ("the Unit").
- B. By a certain Management and Letting Agreement bearing date the ___ day of ___ 1991 ("the Management and Letting Agreement") which Agreement is deposited in the General Registry Office and No'd. ___ of ___ the Manager was granted by the Assignor certain rights and accepted certain obligations in respect of the management and letting of the Unit for the term and subject to the covenants and agreements more particularly set out therein.
- C. With the consent of the Assignor the interest of the Manager under Management and Letting Agreement is notified by a Caveat registered on the title to the Unit ("the Manager's Caveat") and the Manager as Caveator is bound pursuant to the Management and Letting Agreement to consent to the registration of any transfer of the Unit subject to the Caveat upon the execution of this Deed by the Assignor and the Assignee.
- D. By a certain Contract for Sale and Purchase of land ("the Contract for Sale and Purchase"), the Assignor has agreed to sell and the Assignee has agreed to buy the Unit subject to the Manager's Caveat and further upon the conditions that the Assignee accept

an assignment of all the Assignor's right title estate and interest in the Management and Letting Agreement and that the Manager consent to such Assignment and to the registration of the transfer of the Unit subject to Manager's Caveat.

- E. The Assignor and the Assignee have requested the Manager to consent to the assignment of the Management and Letting Agreement to the Assignee and to the registration of the transfer of the Unit subject to Manager's Caveat which the Manager has agreed to do upon the terms hereinafter appearing.

NOW THIS DEED WITNESSETH as follows:-

1. Interpretation

In this Deed:-

"the Contract for Sale and Purchase" means the agreement for the sale and purchase of the Unit made between the Assignor and the Assignee.

"the Completion Date" means the date on which completion occurs under the Contract for Sale and Purchase.

2. Assignment

The Assignor hereby assigns to the Assignee with effect on and from the Completion Date all of the Assignor's right title and interest in and under the Management and Letting Agreement.

3. Assignee's Covenant

The Assignee hereby covenants with the Manager and, as a separate and independent covenant, covenants with the Assignor that the Assignee will on and from the Completion Date and for the residue of the term and any renewals of the Management and Letting Agreement duly and punctually observe and perform each and every of the covenants conditions terms and obligations to which the Assignor is subject under the Management and Letting Agreement as if the Assignee were the original Owner named in the Management and Letting Agreement.

4. Manager's Consent and Covenant

Subject to each other party to this Deed signing, sealing, and delivering this Deed, the Manager hereby consents to the assignment of the Management and Letting Agreement herein to the Assignee and the transfer of the Unit subject to the Manager's Caveat and the Manager hereby covenants with the Assignee on and from the Completion Date and for the residue of the term and any renewals of the Management and Letting Agreement to duly and punctually observe and perform each and every of the covenants conditions terms and obligations on the part of the Manager under the Management and Letting Agreement as if the Management and Letting Agreement was originally made with the Assignee as the original Owner named therein.

5. Costs

The Assignor covenants with the Manager to pay the Manager's reasonable costs of and in relation to the negotiation preparation and execution of this Deed including the Manager's solicitors fees on the basis of solicitor and own client calculated on the conveyancing scale of the Supreme Court of South Australia and to pay all stamp duty assessed or assessable on this Deed and the assignment of the Management and Letting Agreement hereunder.

6. Warranty

The Assignor warrants to the Assignee that the right title and interest of the Assignor in and to the Management and Letting Agreement has not been forfeited and is not liable for forfeiture and that there is no existing breach on the part of the Assignor of any of its obligations pursuant to the Management and Letting Agreement.

7. Indemnity

The Assignee indemnifies and shall keep indemnified the Assignor in respect of the performance and observances by the Assignee of the provisions of the Management and

Letting Agreement on and from the time at which the assignment shall become effective pursuant to this instrument.

IN WITNESS whereof the parties have hereunto set their hands and seals on the date first mentioned.

THE COMMON SEAL of WEST END)
APARTMENTS MANAGEMENT PTY.)
LTD. was hereunto affixed)
in the presence of:-)

.....
Director

.....
Secretary

*SIGNED SEALED AND DELIVERED)
by the said)
in the presence of:)

.....

*THE COMMON SEAL of _____)
PTY.)
LTD. was hereunto affixed)
in the presence of:-)

.....
Director

.....
Secretary

*Delete as inapplicable

DATED _____ 199

BETWEEN:

WEST END APARTMENTS MANAGEMENT PTY. LTD.

"the Manager"

- and -

"the Assignor"

- and -

"the Assignee"

DEED OF ASSIGNMENT

CLELANDS
Solicitors
208 Carrington Street
ADELAIDE S A 5000

Tel: 232 1700

DATED _____ 199

BETWEEN:

HINDMARSH ADELAIDE BUILDING SOCIETY

"the Owner"

- and -

WEST END APARTMENTS MANAGEMENT PTY. LTD.

"the Manager"

MANAGEMENT AND LETTING AGREEMENT

CLELANDS
Solicitors
208 Carrington Street
ADELAIDE S A 5000

Tel: 232 1700

**DEEDS OF RENEWAL OF MANAGEMENT AND LETTING
AGREEMENT**

DATED 30 November 2000

BETWEEN:

**WEST END APARTMENTS MANAGEMENT
PTY. LTD.**

“Manager”

- and -

ADELAIDE BANK LIMITED

“Owner”

**DEED OF RENEWAL OF MANAGEMENT
AND LETTING AGREEMENT FOR FIRST
EXTENDED TERM FROM 3 MAY 2001**

CLELANDS
Solicitors
208 Carrington Street
ADELAIDE SA 5000
OUR REF: SCB
Tel: 8232 1700
Fax: 8232 1708
[Our Ref: SCB:201028]

410
T

THIS DEED OF EXTENSION OF MANAGEMENT AND LETTING AGREEMENT is made the 30 day of November 2000

BETWEEN: WEST END APARTMENTS MANAGEMENT PTY. LTD. ACN 008 292 984 of Level 16, 157 Liverpool Street, Sydney NSW 2000 (hereinafter together with its successors and assigns called "Manager") of the first part

AND: ADELAIDE BANK LIMITED ACN 061 461 550 of 90 King William Street, Adelaide SA 5000 (hereinafter called "Owner") of the second part

COMMISSIONER OF STATE TAXATION
S.A. STAMP DUTY RATE
RECORDED ONLY LIMITED
ORIGINAL with 2 copies
03/02/001 ORIGINAL 00576 4-51

WHEREAS:

- A. The Owner is registered as the proprietor of Unit 131 in Strata Plan No. 11687 being the whole of the land comprised in Certificate of Title Register Book Volume 5061 Folio 222 situated at West End Apartments, 245-267 Hindley Street, Adelaide ("Unit").
- B. By a certain Management and Letting Agreement bearing date the 26th day of June 1991 ("the Management and Letting Agreement") which Agreement is deposited in the General Registry Office and No'd 477 of 1991 the Manager was granted by The Hindmarsh Adelaide Building Society ("HABS") the then owner of the Unit certain rights and accepted certain obligations in respect of the management and letting of the Unit for the term expiring on 2nd day of May 2001 together with two (2) options to renew the term for two (2) further periods of ten (10) years each and subject to the covenants and agreements more particularly set out therein.
- C. On 1st January 1992, HABS merged with The Co-operative Building Society of South Australia (Co-op") with Co-op being the continuing entity pursuant to the terms of the merger. On 1st January 1994, Co-op converted to Adelaide Bank Limited.
- D. By a certain Deed of Rectification bearing date the 12th day of November 1997, the Manager and the Owner agreed to certain amendments to the Management and Letting Agreement upon the terms and conditions set out therein. Annexed hereto in Annexure A is a copy of the said Deed of Rectification.
- E. The Manager has exercised its option to renew the Management and Letting Agreement for the First Extended Term of ten (10) years commencing on the 3rd day of May 2001 set out in Clause 2.02(a) of the Management and Letting Agreement.

F. The parties hereto now wish to record the renewal of the Management and Letting Agreement for the First Extended Term contained in Clause 2.02(a) of the Management and Letting Agreement.

NOW THIS DEED WITNESSETH as follows:-

1. **Renewal for First Extended Term**

The Management and Letting Agreement shall be extended for a further term of ten (10) years commencing on and from the 3rd day of May 2001 upon the same terms and conditions as are contained in the Management and Letting Agreement save and excluding the first option to renew for the First Extended Term contained in Clause 2.02(a) of the Management and Letting Agreement which option to renew is excluded because it has been exercised.

2. **Costs**

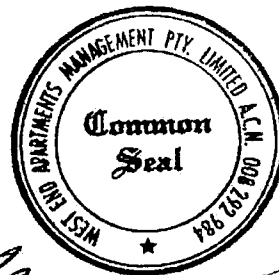
Each party hereto shall pay and bear their own costs of and incidental to the negotiation preparation and execution of this Deed and the Manager shall pay all stamp duty assessed or assessable on this Deed.

3. **Caveat**

Without limiting Clause 1 hereof or the rights of the Manager under the Management & Letting Agreement, it is acknowledged that the Manager is entitled to maintain its caveat registered over the title to the Unit in accordance with Clause 9.03 of the Management & Letting Agreement.

IN WITNESS whereof the parties have hereunto set their hands and seals on the date first mentioned.

THE COMMON SEAL of WEST END APARTMENTS MANAGEMENT PTY. LTD. was hereunto affixed in the presence of:-))))



.....
Director

.....
Secretary

SIGNED for and on behalf of ADELAIDE BANK LIMITED by its duly appointed attorney in the presence of:-))))

.....
.....

.....

ANNEXURE A
Deed of Rectification

DATED 12th November 1997

BETWEEN:

WEST END APARTMENTS MANAGEMENT
PTY. LTD.

- and -

ADELAIDE BANK LIMITED

DEED OF RECTIFICATION

CLELANDS
Solicitors
208 Carrington Street
ADELAIDE S A 5000

TEL: 232 1700

P

THIS DEED OF RECTIFICATION is made this 12th day of November 1997

BETWEEN:

THE PERSON OR COMPANY named and described in Item 1 of the First Schedule hereto (hereinafter called "Owner") of the one part

AND: WEST END APARTMENTS MANAGEMENT PTY. LTD. A.C.N. 008 292 984 of 116-32 Oxford Street, Sydney New South Wales, 2000 (hereinafter "Manager") of the other part.

WHEREAS:

- A. The Owner is registered as the proprietor of the West End Apartment more particularly identified in Item 2 of the First Schedule hereto ("Apartment")
- B. By a certain Management and Letting Agreement ("Management and Letting Agreement") dated and more particularly identified in Item 3 of the First Schedule hereto the Manager was appointed to Manage the Apartment by the then Owner thereof for a term and upon the terms and conditions set out in the Management and Letting Agreement.
- C. The parties desire to record corrections to the Management and Letting Agreement by way of rectification as hereinafter contained.

NOW THIS DEED Witnesseth as follows:-

- 1. The provisions of Clause 1.24 definition of "Operating Expenses" of the Management and Letting Agreement shall be corrected by deleting from the definition of Operating Expenses in Clause 1.24 the sub-clause (h) therein which reads "Expenditure from the Repair & Replacement Fund pursuant to Clause 7.05 hereof" because such expenditure is not an Operating Expense but rather expenditure from a separate Fund.
- 2. The terms of the Management and Letting Agreement otherwise are hereby confirmed.

- 3. The corrections and amendments made by this Deed shall be deemed to have been made as at the date of the Management and Letting Agreement and shall be deemed to apply from the such date as if such corrections and amendments had been made therein at the date of commencement of the Management and Letting Agreement.
- 4. The costs of and incidental to the preparation stamping and registration of this Deed shall be borne and paid by the Manager as an operating expense pursuant to the Management and Letting Agreement.

Executed as a Deed.

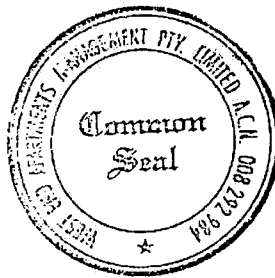
~~THE COMMON SEAL of
ADELAIDE BANK LIMITED
was hereunto affixed
in the presence of:-~~)
)
 Director)
)
 Secretary)

THE COMMON SEAL of WEST END)
 APARTMENTS MANAGEMENT PTY.)
 LTD. was hereunto affixed)
 in the presence of:-)

[Signature]

 Director
[Signature]

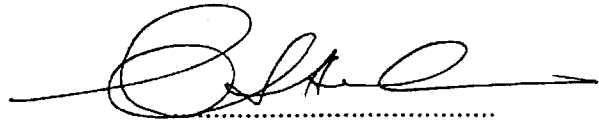
 Secretary



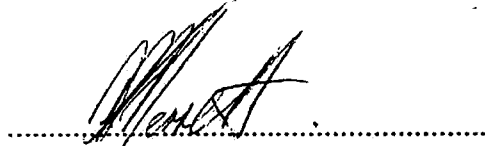
SIGNED SEALED AND DELIVERED)
for and on behalf of ADELAIDE BANK)
LIMITED ACN 061 461 550 by)

.....Clive Hewellyn Hosking..... its)

Attorney under a Power of Attorney)
dated 8th July, 1994 and who declares)
that he has not received any notice of)
the revocation of such Power of)
Attorney in the presence of:)



(Signature)



(Signature of Witness)

FIRST SCHEDULE

ITEM NO.

- | | | |
|-------|--|---|
| 1. | Owner's Name
and Address | Adelaide Bank Limited
90 King William Street,
ADELAIDE SA 5000 |
| <hr/> | | |
| 2. | Unit No.
Strata Plan No.
and Certificate
of Title Reference | Unit No. 131 in
Strata Plan No. 11687
being the whole of the
land comprised in
Certificate of Title
Register Book Volume 5061
Folio 222 |
| <hr/> | | |
| 3. | Date of Management and Letting
Agreement

G.R.O. No. of Management
and Letting Agreement | Dated the 26th day of June 1991

G.R.O. No. 477 of 1991 |
| <hr/> | | |



**DEED OF RENEWAL OF MANAGEMENT & LETTING
AGREEMENT**

BREAKFREE ADELAIDE

UNIT 131

IN STRATA PLAN 11687



SIGNED AS A DEED

Executed by
WEST END APARTMENTS :
MANAGEMENT PTY LTD. :
ACN 008 292 984 by its duly constituted attorney :
John Robert Hiscox under power of attorney :
no.12556374 in the presence of :

.....
John Robert Hiscox

.....
Signature of Witness

.....
Name of Witness

Signed Sealed and Delivered
by **Stuart Campbell Glenn**
in the presence of:

.....
Stuart Campbell Glenn

.....
Signature of Witness

.....
Name of Witness

Signed Sealed and Delivered
by
in the presence of:

.....

.....
Signature of Witness

.....
Name of Witness

**DEED OF EXTENSION AND VARIATION OF
MANAGEMENT AND LETTING AGREEMENT**

Extended Term if exercised in accordance with the provisions of the Management and Letting Agreement.

NOW THIS DEED WITNESSETH as follows:-

1. Renewal for Second Extended Term

The Management and Letting Agreement (as amended pursuant to the Deed of Rectification) shall be extended for a further term of ten (10) years commencing on and from the 6th day of May 2011 upon the same terms and conditions as are contained in the Management and Letting Agreement (as amended pursuant to the Deed of Rectification):

- (a) save and excluding both the first option to renew for the First Extended Term and the second option to renew for the Second Extended Term contained in Clauses 2.02 and 2.03 (respectively) of the Management and Letting Agreement (as amended pursuant to the Deed of Rectification) which options to renew have been excluded because they have been exercised.
- (b) incorporating the Variation (as hereinafter defined) as set out in clause 2 hereunder.

2. Variation of Management and Letting Agreement

The Management and Letting Agreement (as amended pursuant to the Deed of Rectification) shall be varied in the manner set out in Schedule 1 hereof (Variation) and in all other respects the Management and Letting Agreement (as amended pursuant to the Deed of Rectification) shall remain unaltered.

3. Mortgagee Consent

The Owner will obtain the consent of any mortgagee noted on Certificate of Title Register Book Volume 5061 Folio 222 to the Variation, such consent to be in the form of the Deed of Consent contained in Schedule 2 hereof.

4. Costs

Each party hereto shall pay and bear their own costs of and incidental to the negotiation preparation and execution of this Deed the Owner shall pay and bear their own costs of and incidental to seeking and obtaining the consent of any mortgagee and the Manager shall pay all stamp duty (if any) assessed or assessable on this Deed.

5. Caveat

Without limiting Clause 1 hereof or the rights of the Manager under the Management & Letting Agreement (as amended pursuant to the Deed of Rectification), it is acknowledged by the Owner and the Manger (and where applicable any mortgagee noted as a party in the Deed of Consent referred to in Schedule 2 hereof) that the Manager is entitled to lodge a caveat over the title to the Unit in accordance with Clause 9.4 of the Management & Letting Agreement (as amended pursuant to the Deed of Rectification) to protect its claimed estate or interest.

IN WITNESS whereof the parties have hereunto set their hand and seal on the date first mentioned.

Signed for and on behalf of
**WEST END APARTMENTS
MANAGEMENT PTY LTD.**
ACN 008292 984
by a duly authorised
person in the presence of

H. Wyle

S. Miles
.....

Signed Sealed and Delivered
by the **STUART CAMPBELL GLENN & ELIZABETH KEARSLEYGLENN**

[Handwritten signature]
x
[Handwritten signature]
x

.....
in the presence of
[Handwritten signature]
.....

Signed on behalf of
by the authorised person whose
Signature appears below by authority
of a resolution of the Board of Directors:

.....
Signature:

.....
Name of Authorised Person

.....
Office Held:

SCHEDULE 1

1. The following Clause 2.03.1 is to be incorporated

2.03 .1 Third Option to Renew

- (a) Subject to sub-clauses (b) and (c) of this clause 2.03.1 the Manager shall have the option of renewal of this Agreement for a further period of ten (10) years (hereinafter referred to as "Third Extended Term") from the expiration of the Second Extended Term hereby granted upon the same terms and conditions as are herein contained excluding this present sub-clause.
- (b) If the Manager shall desire to exercise this option for renewal the Manager shall give notice in writing of such desire to the Owner not less than three (3) calendar months prior to the expiration of the Second Extended Term hereby granted provided however that no premium shall be payable by the Manager on the exercise of any option.
- (c) The Manager's option for renewal may only be exercised by the Manager if the Manager is not in default of any of the covenants agreements and stipulations on the part of the Manager contained in this Agreement at the time of giving the notice referred to in sub-clause 2.03.1(b) hereof and if between the time of giving such notice and the Commencement Date of the Third Extended Term the Manager strictly observes and performs all of the covenants agreements and stipulations on the part of the Manager contained in this Agreement.

SCHEDULE 2

FORM OF MORTGAGEE CONSENT

THIS DEED is made the _____ day of _____ 2011

BETWEEN:

("the Owner")

AND

WEST END APARTMENTS MANAGEMENT PTY LIMITED ACN 008 292 984

("The Manager")

AND

("the Mortgagee")

WHEREAS:

A. The Owner and the Manager are parties to Management and Letting Agreement over Unit _____ in Strata Plan No. 11687 being the whole of the land comprised in Certificate of Title Register Book Volume _____ Folio _____ situate at West End Apartments 245 – 267 Hindley Street, Adelaide ("Unit"), deposited in General Registry Office and Numbered 336 of 1991 such Management and Letting Agreement having been rectified by Deed of Rectification dated the 12th day of November 1997(Management and Letting Agreement).

B The Owner and Manager have agreed to the terms of and entered into a Deed of Extension and Variation of the Management and Letting Agreement which:

- (a) exercises the option to renew the term of the Management and Letting Agreement for the Second Extended Term (as defined therein) being for a further term of ten (10) years commencing on and from the 6th day of May 2011;
- (b) varies the Management and Letting Agreement by granting to the Manager the option of renewal of the Management and Letting Agreement for a further period of ten (10) years (hereinafter referred to as "Third Extended Term") to the extent that the Third Extended Period if exercised by the Manager in accordance with the provisions of the Deed of Extension and Variation of the Management and Letting Agreement would commence on the 6th May 2021.

The terms and conditions of the Deed of Extension and Variation of the Management and Letting Agreement being more fully set out in annexure "A" hereto (Deed of Extension and Variation of the Management and Letting Agreement).

C The Owner and Manager have sought from the Mortgagee and the Mortgagee has agreed to grant its consent to the Owner and Manager entering into the Deed of Extension and Variation of the Management and Letting Agreement

THE PARTIES HERETO AGREE THAT in consideration of the Mortgagee executing this Deed:

1. Both the Manager and the Owner will perform and observe all of the terms and conditions of the Management and Letting Agreement as varied by the Deed of Extension and Variation of the Management and Letting Agreement.
2. The mortgagee does (as evidenced by its execution hereof) consent to the variation of the terms and conditions of the Management and Letting Agreement so varied by the Deed of Extension and Variation of the Management and Letting Agreement.

- 3. All expenses of the Mortgagee in granting this consent will be the responsibility of the Owner.
- 4. Both the Owner and the Mortgagee agree and consent (as evidenced by their execution hereof) that the Manager is entitled to lodge a caveat registered over Certificate of Title Register Book Volume Folio (Certificate of Title) in accordance with Clause 9.4 of the Management & Letting Agreement in order to protect its claimed estate or interest as a result of its having entered into the Deed of Extension and Variation of the Management and Letting Agreement.

EXECUTED as a Deed

Signed for and on behalf of
 WEST END APARTMENTS
 MANAGEMENT PTY LTD.
 ACN 008292 984
 by a duly authorised
 person in the presence of..

.....

Signed Sealed and Delivered
 by the
 in the presence of:

.....

Signed on behalf of

by the authorised person whose
 Signature appears below by authority
 of a resolution of the Board of Directors:

.....

Signature:

.....

Name of Authorised Person

.....

Office Held:

Certified correct by the Authorised
 Officer of Mortgagee named below:

.....

Signature of Authorised Officer:

.....

Name of Authorised Officer

.....

Authority of Officer:

.....

Signing on behalf of

BREAKFREE ADELAIDE STATEMENT



Westend Apartments Trading as Breakfree Adelaide
255 Hindley Street
Adelaide SA 5000
Ph: 08 8217 2500 fax: 08 8217 2519 ABN: 87 008 292 984

27th August 2025

S GLENN

Dear Mr Glenn

RE: WEST END APARTMENTS

I have pleasure in enclosing the following:

1. Statements under Clause 6.06 of the Management and Letting Agreement for the year ending 30 June 2025.
2. Audit report from BDO, for the year ending 30 June 2025 pursuant to Clause 6.07 of the Management and Letting Agreement.
3. Tax Reconciliation for the year ending 30 June 2025.

Statement under Clause 7.06 of the Management and Letting Agreement for the year ending 30 June 2025.

Yours sincerely,

Rachael Kolmajer
General Manager
rachael.kolmajer@breakfree.com.au
08 8217 2500

WEST END APARTMENTS

STATEMENT IN ACCORDANCE WITH CLAUSE 6.06 OF THE MANAGEMENT AND LETTING AGREEMENT FOR THE OPERATING YEAR ENDED 30th JUNE 2025

UNIT NO.:	131	OWNER:	STUART GLENN 7/12 Barnard Street NORTH ADELAIDE SA 5006
UNIT ENTITLEMENT:	57	UNIT VALUE:	
DATE OF SALE:		SETTLEMENT DATE:	5/8/2003
		NO. OF DAYS:	365

ENTITLEMENT TOTAL HOTEL:

1.	Sept Quarter	Dec Quarter	Mar Quarter	June Quarter
Distribution	6737	6737	6737	6737

GROSS REVENUE:

1.	Sept Quarter	Dec Quarter	Mar Quarter	June Quarter	TOTAL
GROSS REVENUE	\$902,662.96	\$1,408,871.69	\$1,369,262.23	\$1,148,198.28	\$4,828,995.22
Owner Proportion	\$ 7637.2	\$ 11920.1	\$ 11584.97	\$ 9714.61	\$ 40856.87

OPERATING EXPENSES:

2.	Sept Quarter	Dec Quarter	Mar Quarter	June Quarter	TOTAL
Operating Expenses	\$-458,439.86	\$-568,326.15	\$-564,372.46	\$-553,869.70	\$-2,145,008.17
Owner Prop	\$-3878.74	\$-4808.46	\$-4775.01	\$-4686.15	\$-18148.35

MANAGEMENT FEE

3.	Sept Quarter	Dec Quarter	Mar Quarter	June Quarter	TOTAL
Management Fees	\$-45,133.15	\$-70,443.58	\$-68,463.11	\$-57,409.91	\$-241,449.59
Owner Prop	\$-381.86	\$-596.0	\$-579.25	\$-485.73	\$-2042.84

MANAGEMENT INCENTIVE FEE

4.	Sept Quarter	Dec Quarter	Mar Quarter	June Quarter	TOTAL
Mgt Incentive Fee	\$-18,434.23	\$-55,535.43	\$-52,167.90	\$-32,217.10	\$-158,354.72
Owner Prop	\$-155.97	\$-469.87	\$-441.38	\$-272.58	\$-1339.8

CONTRIBUTION TO REPAIR & REPLACEMENT FUND/EXPENSES

5.	Sept Quarter	Dec Quarter	Mar Quarter	June Quarter	TOTAL
Contribution To R&R Fund	\$-40,619.83	\$-63,399.23	\$-61,616.80	\$-51,668.92	\$-217,304.87
Owner Prop	\$-343.67	\$-536.4	\$-521.32	\$-437.16	\$-1838.56

6.	ADD FFE PAID TO OWNERS (if applicable)		\$.00
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AMOUNT PAYABLE TO OWNER

7.	Sept Quarter	Dec Quarter	Mar Quarter	June Quarter	TOTAL
Owner Prop	\$ 2876.96	\$ 5509.36	\$ 5268.01	\$ 3832.99	\$17,487.32

OTHER CALCULATIONS UNDER CLAUSE 6.06 OF THE MANAGEMENT AND LETTING AGREEMENT FOR OWNER'S INFORMATION

Total until 30th June 2025 – 365 Days

OWNER: STUART GLENN

UNIT NO: 131

A. ADJUSTED OPERATING EXPENSES					
365				57	
365	X	\$2,143,326.25	X	6737	\$18,134.12
B. OUTGOINGS OF THE OWNER'S UNIT					
365				57	
365	X	\$860,672.61	X	6737	\$7,281.93
C. BALANCE OF REPAIRS & REPLACEMENT FUND					
365				57	
365	X	\$246,916.74	X	6737	\$2,089.10
D. REPAYMENT OF INITIAL WORKING CAPITAL TO ADELAIDE BANK					
					\$0.00
E. BALANCE OF INITIAL WORKING CAPITAL					
					\$0.00
F. ADJUSTMENT TO OPERATING RESULT FOR INCOME TAX PURPOSES					
(i) Non-deductible Items Owner's Proportion					
365				57	
365	X	\$452,872.00	X	6737	\$3,831.63
(ii) Deductible Items Owner's Proportion					
365				57	
365	X	\$322,833.00	X	6737	\$2,731.41

Refer to attached for Tax Reconciliation Analysis

G. AMOUNT PAID DIRECT TO HFS PURSUANT TO CLAUSE 2.09 \$0.00



Tel: +61 8 7324 6000
Fax: +61 8 7324 6111
www.bdo.com.au

BDO Centre
Level 7, 420 King William Street
Adelaide SA 5000
GPO Box 2018 Adelaide SA 5001
Australia

INDEPENDENT AUDITOR'S REPORT TO THE OWNERS OF WEST END APARTMENTS

Report on the Audit of the Financial Statement

Opinion

We have audited the Statement in Accordance with Clause 6.06 of the Management and Letting Agreement for the Operating year ended 30 June 2025 of West End Apartments (the Entity) for the year ended 30 June 2025 ('the financial statement').

In our opinion, the accompanying financial statement presents fairly, in all material respects, income and expenditure of the Entity for the year ended 30 June 2025, in accordance with the accruals basis of accounting and the provisions of Clause 6.06 of the Agreement.

Basis for opinion

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statement* section of our report. We are independent of the Entity in accordance with the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants (including Independence Standards)* (the Code) that are relevant to our audit of the financial statement in Australia, and we have fulfilled our other ethical responsibilities in accordance with that Code.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Emphasis of matter - basis of accounting

We draw attention to the basis of accounting. The financial statement has been prepared to assist the Entity to meet the requirements of the Management and Letting Agreement. As a result, the financial statement may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

Responsibilities of management and those charged with governance for the Financial Statement

Management is responsible for the preparation and fair presentation of the financial statement in accordance with Australian Accounting Standards, and for such internal control as management determines is necessary to enable the preparation of the financial statement that is free from material misstatement, whether due to fraud or error.

In preparing the financial statement, management is responsible for assessing the Entity's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless management either intends to liquidate the Entity or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Entity's financial reporting process.



Auditor's responsibilities for the audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this financial statement.

A further description of our responsibilities for the audit of the financial statement is located in Appendix 1. This description forms part of our auditor's report.

A handwritten signature in black ink that reads 'BDO'.

BDO Audit Pty Ltd

A handwritten signature in black ink that reads 'Paul Gosnold'.

Paul Gosnold
Director

Adelaide, 27 August 2025

Appendix 1 - Additional information on the Auditor's responsibilities for the audit of the financial statement

As part of an audit in accordance with Australian Auditing Standards, we exercise professional judgement and maintain professional scepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates, if any, and related disclosures made by management.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates, if any, and related disclosures made by management,

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

**WEST END APARTMENTS
TAX RECONCILIATION YEAR ENDED JUNE 30 2025**

UNIT NO.:	131	OWNER:	STUART GLENN 7/12 Barnard Street NORTH ADELAIDE SA 5006
UNIT ENTITLEMENT:	57	UNIT VALUE:	
DATE OF SALE:		SETTLEMENT DATE:	5/8/2003
		NO. OF DAYS:	365

	TOTAL	OWNER'S PROPORTION
AMOUNT PAYABLE TO OWNERS	\$2,066,808	\$ 17487.32
ADD:		
Non-deductible Items		
Entertainment Non-deductible	\$824	
Closing Audit fees accrued 30 June 2025	\$18,930	
Closing Bonuses accrued 30 June 2025	\$42,484	
Closing FBT accrual 30 June 2025	\$2,294	
Closing Provision for Doubtful Debts 30 June 2025	\$0	
Closing Provision for long service leave 30 June 2025	\$167,016	
Closing Accrued Liabilities 30 June 2025	\$0	
Prior Year Deductible Prepayments	\$4,018	
Owners' contributions to Repairs and Replacement Fund	\$217,305	
Accounting Depreciation – Non-Fixed Assets	\$0	
	<u>\$452,872</u>	\$3,831.63
TOTAL	\$2,519,680	
LESS:		
Deductible Items		
Opening Audit fees accrued 30 June 2024	\$15,065	
Opening Bonuses accrued 30 June 2024	\$23,548	
Opening FBT accrual 30 June 2024	\$2,126	
Opening Provision for Doubtful Debts 30 June 2024	\$0	
Opening Provision for long service leave 30 June 2024	\$168,608	
Opening Accrued Liabilities 30 June 2024	\$0	
Prior Year Deductible Prepayments	\$4,669	
Tax Depreciation – Fixed Assets	\$108,818	
Tax Depreciation – Non-Fixed Assets	\$0	
TOTAL	<u>\$322,833</u>	\$ 2731.41
TAXABLE INCOME	\$2,196,847	
 ADD FFE PAID TO OWNERS (if applicable)		 \$.00
TOTAL TAXABLE INCOME		<u>\$18,587.55</u>

STATEMENT IN ACCORDANCE WITH CLAUSE 7.06 OF THE MANAGEMENT AND LETTING AGREEMENT FOR THE OPERATING YEAR ENDED 30th JUNE 2025

REPAIR AND REPLACEMENT FUND

Opening Balance	\$261,469.93
Add Contributions	\$217,304.76
Less Expenditure	(\$231,857.20)
Closing Balance	\$246,917.74

Explanation of expenditure is as follows:

- Curtain
- TV, Fridge
- Sofa
- Dryer/Washer
- Bathroom tile resurfacing
- Air Conditioning Units
- Bath Installation and Tiling work
- Kitchen accessories
- Mattress
- Painting
- LED Lighting, Wall sockets, Light switches

NOTE 1: All of the expenditure items are reflected in the Tax Reconciliation.