

## 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:

Kiah Skye Tomney and Cooper John Brinkworth

Address:

13 Olive Street, Glenelg SA 5045

#### 4 Vendor's registered agent:

Denham Property Sales Pty Ltd T/A Magain Real Estate

Address:

Shop 2, 515 Brighton Road, Brighton 5048

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

#### 6 Description of the land:

[Identify the land including any certificate of title reference]

The land situated at 13 Olive Street, Glenelg SA 5045 and being whole of the land in Certificate of Title Volume 6108 Folio 936 and being whole of Lot 13 Primary Community Strata Plan 27498 in the Area named Glenelg in the Hundred of Noarlunga

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

**To the purchaser:**

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

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

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

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

#### 2 – Time for service

The cooling-off notice must be served–

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

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

#### 3 – Form of cooling-off notice

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

#### 4 – Methods of service

The cooling-off notice must be–

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

13 Olive Street, Glenelg SA 5045

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

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

sandy@magain.com.au

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

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

Shop 2, 515 Brighton Road, Brighton 5048

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

#### Note–

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

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

#### 5 – Effect of service

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

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

### Proceeding with the purchase

If you wish to proceed with the purchase—

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

### PART C – STATEMENT WITH RESPECT TO REQUIRED PARTICULARS

(section 7(1))

To the purchaser:

\*+ / We,

Kiah Skye Tomney and Cooper John Brinkworth

of

13 Olive Street, Glenelg SA 5045

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

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

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

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

(section 9)

To the purchaser:

I,

Sandy Robinson

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

Exceptions:

NIL

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

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

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

**SCHEDULE – DIVISION 1****PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND****(section 7(1)(b))****Note –**

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

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

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

**TABLE OF PARTICULARS**

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

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

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

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

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

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

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

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



| Column 1  | Column 2  | Column 3                            |
|---|---|-------------------------------------|
| <b>1. General</b>   |   |                                     |
| <b>1.1 Mortgage of land</b>   | <i>Is this item applicable?</i>   | <input checked="" type="checkbox"/> |
| <i>[Note -<br/>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | <i>Will this be discharged or satisfied prior to or at settlement?</i>                                  | YES                                 |
|   | <i>Are there attachments?</i>   | YES                                 |
|   | <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> |                                     |
|   | Refer to Certificate of Title for details   |                                     |
|   | Number of mortgage (if registered):   |                                     |
|   | 14538421  |                                     |
|   | Name of mortgagee:  |                                     |
|   | HERITAGE & PEOPLE'S CHOICE LTD. (ACN: 087 651 125)  |                                     |
| <b>1.2 Easement</b><br>(whether over the land or annexed to the land)   | <i>Is this item applicable?</i>   | <input checked="" type="checkbox"/> |
| <b>Note -</b> "Easement" includes rights of way and party wall rights.  | <i>Will this be discharged or satisfied prior to or at settlement?</i>                                  | NO                                  |
| <i>[Note -<br/>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | <i>Are there attachments?</i>   | YES                                 |
|   | <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> |                                     |
|   | Refer to Property Interest Report (Page 12) for details   |                                     |
|   | Description of land subject to easement:  |                                     |
|   | Refer to Property Interest Report (Page 12) for details   |                                     |
|   | Nature of easement:   |                                     |
|   | Statutory Easement for Electricity, Telecommunications, Gas, Water & Sewer may exist                    |                                     |
|   | Are you aware of any encroachment on the easement?  |                                     |
|   | NO  |                                     |
|   | (If YES, give details):   |                                     |
|   | If there is an encroachment, has approval for the encroachment been given?                              |                                     |
|   | (If YES, give details):   |                                     |
| <b>1.3 Restrictive covenant</b>   | <i>Is this item applicable?</i>   | <input type="checkbox"/>            |
| <i>[Note -<br/>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | <i>Will this be discharged or satisfied prior to or at settlement?</i>                                  | YES/NO                              |
|   | <i>Are there attachments?</i>   | YES/NO                              |
|   | <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> |                                     |
|   | Nature of restrictive covenant:   |                                     |
|   | Name of person in whose favour restrictive covenant operates:   |                                     |
|   | Does the restrictive covenant affect the whole of the land being acquired?                              |                                     |
|   | (If NO, give details):  |                                     |
|   | Does the restrictive covenant affect land other than that being acquired?                               |                                     |

| Column 1   | Column 2  | Column 3  |
|--|---|---|
| <b>1.4 Lease, agreement for lease, tenancy agreement or licence</b><br><br>(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)<br><br><b>[Note -</b><br><i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>                  | <b>Is this item applicable?</b><br><br><b>Will this be discharged or satisfied prior to or at settlement?</b><br><br><b>Are there attachments?</b><br><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i><br><br>Names of parties:<br><br>Period of lease, agreement for lease etc:<br>From:<br>To:<br>Amount of rent or licence fee:<br><br>per (period)<br><br>Is the lease, agreement for lease etc in writing?<br><br>If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify-<br>(a) the Act under which the lease or licence was granted:<br><br>(b) the outstanding amounts due (including any interest or penalty): | <input type="checkbox"/><br>YES/NO<br>YES/NO      |
| <b>5. Development Act 1993 (repealed)</b>  |   |   |
| <b>5.1 section 42 - Condition (that continues to apply) of a development authorisation</b><br><br><b>[Note -</b><br><i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>  | <b>Is this item applicable?</b><br><br><b>Will this be discharged or satisfied prior to or at settlement?</b><br><br><b>Are there attachments?</b><br><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i><br>Refer to City of Holdfast Bay Council Searches for details<br>Condition(s) of authorisation:<br>Application Number: 110/00947/09<br>Application Description: Land division - one allotment into nine<br>Decision Date: 01 Dec 2009   | <input checked="" type="checkbox"/><br>NO<br>YES  |
| <b>6. Repealed Act conditions</b>  |   |   |
| <b>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)</b><br><br><b>[Note -</b><br><i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | <b>Is this item applicable?</b><br><br><b>Will this be discharged or satisfied prior to or at settlement?</b><br><br><b>Are there attachments?</b><br><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i><br><br>Nature of condition(s):  | <input type="checkbox"/><br>YES/NO<br>YES/NO      |
| <b>7. Emergency Services Funding Act 1998</b>  |   |   |
| <b>7.1 section 16 - Notice to pay levy</b>   | <b>Is this item applicable?</b><br><br><b>Will this be discharged or satisfied prior to or at settlement?</b><br><br><b>Are there attachments?</b><br><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i><br>Refer to Emergency Services Levy Certificate<br>Date of notice:<br>30/10/2025<br>Amount of levy payable:<br>\$0.00   | <input checked="" type="checkbox"/><br>YES<br>YES |

| Column 1   | Column 2   | Column 3   |
|--|--|--|
| <b>19. Land Tax Act 1936</b>   |  |  |
| 19.1 Notice, order or demand for payment of land tax   | <p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p>If <b>YES</b>, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Refer to Land Tax Certificate for details</p> <p>Date of notice, order or demand:</p> <p>30/10/2025</p> <p>Amount payable (as stated in the notice):</p> <p>\$0.00</p>   | <p><input checked="" type="checkbox"/></p> <p>YES</p> <p>YES</p> |
| <b>29. Planning, Development and Infrastructure Act 2016</b>   |  |  |
| 29.1 Part 5 - Planning and Design Code   | <p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p>If <b>YES</b>, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Refer to City of Holdfast Bay Council Searches &amp; Data Extract for Section 7 search purposes for details</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):</p> <p>Refer to City of Holdfast Bay Council Searches for details</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area?</p> <p>NO</p> <p>Is the land designated as a local heritage place?</p> <p>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?</p> <p>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?</p> <p>NO</p> <p><b>Note-</b></p> <p>For further information about the Planning and Design Code visit <a href="https://code.plan.sa.gov.au">https://code.plan.sa.gov.au</a>.</p> | <p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>  |
| <p>[Note -</p> <p>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</p> |  |  |
| 29.2 section 127 - Condition (that continues to apply) of a development authorisation  | <p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p>If <b>YES</b>, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p>   | <p><input type="checkbox"/></p> <p>YES/NO</p> <p>YES/NO</p>      |
| <p>[Note -</p> <p>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</p> |  |  |

| Column 1   | Column 2  | Column 3   |
|--|---|--|
| <b>34. <i>Water Industry Act 2012</i></b>  |   |  |
| 34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement | <p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to SA Water Certificate for details</p> <p>Date of notice or order:</p> <p>30/10/2025</p> <p>Name of person or body who served notice or order:</p> <p>SA Water Corporation</p> <p>Amount payable (if any) as specified in the notice or order:</p> <p>\$212.54</p> <p>Nature of other requirement made (if any) as specified in the notice or order:</p> <p>Water, Sewer</p> | <div> <input checked="" type="checkbox"/> </div> <p>YES</p> <p>YES</p> |

## SCHEDULE – DIVISION 2

### OTHER PARTICULARS

(section 7(1)(b))

#### Particulars of transactions in last 12 months



If the vendor, within 12 months before the date of the contract of sale -

- (a) obtained title to the land; or
- (b) obtained an option to purchase the land; or
- (c) entered into a contract to purchase the land (whether on the vendor's own behalf or on behalf of another),

the vendor must provide the following particulars of all transactions relating to the acquisition of the interest that occurred within that 12 month period:

- 1 The name and address of each party to the transaction and of each person in whom an interest vested as a result of the transaction:  
Refer to CT Historical Search for details
- 2 The date and nature of each instrument registered on the certificate of title or, if no such instrument has been registered, the date and nature of each document forming the whole or part of a contract relating to the transaction:  
Refer to CT Historical Search for details
- 3 Particulars of the consideration provided for the purposes of the transaction:  
Refer to CT Historical Search for details

The above particulars must be provided for each transaction.

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

- 1 Name of community corporation:  
Community Corporation 27498 Inc.  
Address of community corporation:  
OLIVE STREET, GLENELG
- 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 to particulars supplied (Statement Pursuant to Section 139 - Community Titles Act 1996) for details
  - (b) particulars of assets and liabilities of the community corporation:  
Refer to particulars supplied (Statement Pursuant to Section 139 - Community Titles Act 1996) for details
  - (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 to particulars supplied (Statement Pursuant to Section 139 - Community Titles Act 1996) for details
  - (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:  
Refer to particulars supplied (Statement Pursuant to Section 139 - Community Titles Act 1996) for details
  - (e) if the lot is a community lot, particulars of the lot entitlement of the lot:  
Refer to particulars supplied (Statement Pursuant to Section 139 - Community Titles Act 1996) for details

*[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.  
YES

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

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

- 
- 6 The following documents are enclosed:
    - ~~(a) a copy of the scheme description (if any) and the development contract (if any);~~
    - (b) a copy of the by-laws of the community scheme.

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

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

Name:  
Whittles Management Services Pty Ltd atf Whittles Strata Unit Trust  
Address:  
176 Fullarton Road Dulwich SA 5065

**Note—**

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

**Particulars relating to environment 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)                                  |



## 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 a kind listed in paragraph (a) has taken place; or
  - (ii) a prescribed commercial or industrial activity (see item 1(2) above) has taken place?

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:

---

(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*)?

NO

**Note—**

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

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

It should be noted that—

- 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 one corporation, then you should not expect that all lot owners in the group will have equal voting rights. The corporations may be structured so that, even though there are more apartments than shops in the group, the shop owners can outvote the apartment owners on some matters. Make enquiries so that you understand how many corporations there are and what voting rights you will have.

**Further information**

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

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

Information and a booklet about strata and community titles is available from the Legal Services Commission of South Australia at [www.lsc.sa.gov.au](http://www.lsc.sa.gov.au).

You can also seek advice from a legal practitioner.

# ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser acknowledges receipt of the following:

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

the above being identified by pages numbered 1 to 21 inclusive, together with the following annexures and supporting documents (if any):

FORM R3 Buyers Information Notice

Local Government Authority Prescribed Inquiry

Copy of Contract

Property Interest Report

Emergency Services Levy Certificate

Land Tax Certificate

SA Water Certificate

Particulars supplied (Statement pursuant to Section 139 - Community Titles Act 1996)

CT - Historical Search (Relating to particulars of transactions within 12 months)

EPA Section 7 Response

**SIGNED BY THE PURCHASER:**

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

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

The Purchaser:

1. acknowledges and consents to the parties and their representatives signing the Form 1 by digital and or electronic signatures under the *Electronic Communications Act* (SA);
2. by signing this Acknowledgement, signs for all Purchasers, and warrants authority to acknowledge the Form 1 for all Purchasers (if more than 1); and
3. is not required to sign a Form 1 for it to be validly served and acknowledges the signing provision above is included if the Agent serves the Form 1 in person and wants evidence of the Purchaser having been served. If the Form 1 is served electronically, the email is sufficient evidence of what has been served.

# Form R3

## Buyers information notice

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*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 recommend that you check the website: [www.cbs.sa.gov.au](http://www.cbs.sa.gov.au)

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

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

### Safety

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- 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?



## **Enjoyment**

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- 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**

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

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

REAL PROPERTY ACT, 1886



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



## Certificate of Title - Volume 6108 Folio 936

Parent Title(s) CT 6108/496  
Creating Dealing(s) ACT 11869670  
Title Issued 03/04/2013 Edition 3 Edition Issued 05/06/2025

## Estate Type

FEE SIMPLE

## Registered Proprietor

KIAH SKYE TOMNEY  
COOPER JOHN BRINKWORTH  
OF 13 OLIVE STREET GLENELG SA 5045  
AS JOINT TENANTS

## Description of Land

LOT 13 PRIMARY COMMUNITY STRATA PLAN 27498  
IN THE AREA NAMED GLENELG  
HUNDRED OF NOARLUNGA

## Easements

NIL

## Schedule of Dealings

| Dealing Number | Description  |
|----------------|--|
| 14538421       | MORTGAGE TO HERITAGE & PEOPLE'S CHOICE LTD. (ACN: 087 651 125) |

## Notations

Dealings Affecting Title NIL

Priority Notices NIL

### Notations on Plan

| Lodgement Date | Dealing Number | Description        | Status |
|----------------|----------------|--------------------|--------|
| 20/12/2012     | 11869671       | BY-LAWS            | FILED  |
| 01/03/2013     | 11902112       | SCHEME DESCRIPTION | FILED  |

Registrar-General's Notes NIL

Administrative Interests NIL

## Certificate of Title

Title Reference CT 6108/936  
Status CURRENT  
Easement NO  
Owner Number 20026320  
Address for Notices 13 OLIVE ST GLENELG, SA 5045  
Area NOT AVAILABLE

## Estate Type

Fee Simple

## Registered Proprietor

KIAH SKYE TOMNEY  
COOPER JOHN BRINKWORTH  
OF 13 OLIVE STREET GLENELG SA 5045  
AS JOINT TENANTS

## Description of Land

LOT 13 PRIMARY COMMUNITY STRATA PLAN 27498  
IN THE AREA NAMED GLENELG  
HUNDRED OF NOARLUNGA

## Last Sale Details

Dealing Reference TRANSFER (T) 14273978  
Dealing Date 13/05/2024  
Sale Price \$650,000  
Sale Type FULL VALUE / CONSIDERATION AND WHOLE OF LAND

## Constraints

Encumbrances

| Dealing Type | Dealing Number | Beneficiary  |
|--------------|----------------|--|
| MORTGAGE     | 14538421       | HERITAGE & PEOPLE'S CHOICE LTD. (ACN: 087 651 125) |

Stoppers

NIL

## Valuation Numbers

| Valuation Number | Status  | Property Location Address         |
|------------------|---------|-----------------------------------|
| 1250906002       | CURRENT | 13 OLIVE STREET, GLENELG, SA 5045 |

## Notations

## Dealings Affecting Title

NIL

## Notations on Plan

| Lodgement Date   | Dealing Number | Descriptions       | Status |
|------------------|----------------|--------------------|--------|
| 20/12/2012 11:45 | 11869671       | BY-LAWS            | FILED  |
| 01/03/2013 10:44 | 11902112       | SCHEME DESCRIPTION | FILED  |

## Registrar-General's Notes

NIL

## Administrative Interests

NIL

## Valuation Record

|                              |  |
|------------------------------|--|
| Valuation Number             | 1250906002                                 |
| Type                         | Site & Capital Value                       |
| Date of Valuation            | 01/01/2025                                 |
| Status                       | CURRENT                                    |
| Operative From               | 01/07/1973                                 |
| Property Location            | 13 OLIVE STREET, GLENELG, SA 5045          |
| Local Government             | HOLDFAST BAY                               |
| Owner Names                  | COOPER JOHN BRINKWORTH<br>KIAH SKYE TOMNEY |
| Owner Number                 | 20026320                                   |
| Address for Notices          | 13 OLIVE ST GLENELG, SA 5045               |
| Zone / Subzone               | GN - General Neighbourhood                 |
| Water Available              | Yes  |
| Sewer Available              | Yes  |
| Land Use                     | 1310 - Ground Floor Home Unit Only         |
| Description                  | 4H/UNIT CP                                 |
| Local Government Description | Residential                                |

## Parcels

| Plan/Parcel   | Title Reference(s) |
|---------------|--------------------|
| C27498 LOT 13 | CT 6108/936        |

## Values

| Financial Year | Site Value | Capital Value | Notional Site Value | Notional Capital Value | Notional Type |
|----------------|------------|---------------|---------------------|------------------------|---------------|
| Current        | \$310,000  | \$570,000     |                     |                        |               |
| Previous       | \$270,000  | \$500,000     |                     |                        |               |

## Building Details

|                      |                               |
|----------------------|-------------------------------|
| Valuation Number     | 1250906002                    |
| Building Style       | Conventional                  |
| Year Built           | 1959                          |
| Building Condition   | Good                          |
| Wall Construction    | Brick                         |
| Roof Construction    | Tiled (Terra Cotta or Cement) |
| Equivalent Main Area | 87 sqm                        |
| Number of Main Rooms | 4                             |

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

## Certificate of Title

Title Reference: CT 6108/936  
Status: CURRENT  
Edition: 3

## 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   |
|----------------|-----------------|----------------|-----------------------|--------|--------|
| 20/12/2012     | 21/03/2013      | 11869671       | BY-LAWS               | FILED  | C27498 |
| 01/03/2013     | 21/03/2013      | 11902112       | SCHEME<br>DESCRIPTION | FILED  | C27498 |

## Registrar-General's Notes

No Registrar-General's Notes exist for this title

## Certificate of Title

Title Reference: CT 6108/936  
Status: CURRENT  
Parent Title(s): CT 6108/496  
Dealing(s) Creating Title: ACT 11869670  
Title Issued: 03/04/2013  
Edition: 3

## Dealings

| Lodgement Date | Completion Date | Dealing Number | Dealing Type          | Dealing Status | Details  |
|----------------|-----------------|----------------|-----------------------|----------------|--|
| 02/06/2025     | 05/06/2025      | 14538421       | MORTGAGE              | REGISTERED     | HERITAGE & PEOPLE'S CHOICE LTD. (ACN: 087 651 125) |
| 02/06/2025     | 05/06/2025      | 14538420       | DISCHARGE OF MORTGAGE | REGISTERED     | 14273979   |
| 13/05/2024     | 16/05/2024      | 14273979       | MORTGAGE              | REGISTERED     | HOMESTART FINANCE                                  |
| 13/05/2024     | 16/05/2024      | 14273978       | TRANSFER              | REGISTERED     | KIAH SKYE TOMNEY, COOPER JOHN BRINKWORTH           |
| 13/05/2024     | 16/05/2024      | 14273977       | DISCHARGE OF MORTGAGE | REGISTERED     | 11869672   |
| 20/12/2012     | 04/04/2013      | 11869672       | MORTGAGE              | REGISTERED     | COMMONWEALTH BANK OF AUSTRALIA                     |



# Property Interest Report

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

|                        |                                   |                           |
|------------------------|-----------------------------------|---------------------------|
| Title Reference        | CT 6108/936                       | Reference No. 2725404     |
| Registered Proprietors | K S*TOMNEY & ANR                  | Prepared 29/10/2025 14:24 |
| Address of Property    | 13 OLIVE STREET, GLENELG, SA 5045 |                           |
| Local Govt. Authority  | CITY OF HOLDFAST BAY              |                           |
| Local Govt. Address    | PO BOX 19 BRIGHTON SA 5048        |                           |

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

## Table of Particulars

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

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

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

### 1. General

- |     |  |  |
|-----|--|--|
| 1.1 | Mortgage of land<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>  | Refer to the Certificate of Title  |
| 1.2 | Easement<br>(whether over the land or annexed to the land)<br><br>Note--"Easement" includes rights of way and party wall rights<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>   | Refer to the Certificate of Title  |
| 1.3 | Restrictive covenant<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>  | Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance |
| 1.4 | Lease, agreement for lease, tenancy agreement or licence<br>(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title<br><br>also<br><br>Contact the vendor for these details    |
| 1.5 | Caveat   | Refer to the Certificate of Title  |
| 1.6 | Lien or notice of a lien   | Refer to the Certificate of Title  |

### 2. Aboriginal Heritage Act 1988

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



an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

|      |  |   |
|------|--|---|
| 5.10 | section 84 - Enforcement notice                  | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title<br><br>also<br><br>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<br><br>also<br><br>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<br><br>also<br><br>Contact the vendor for these details   |

## 6. Repealed Act conditions

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

## 7. Emergency Services Funding Act 1998

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

## 8. Environment Protection Act 1993

|     |   |  |
|-----|---|--|
| 8.1 | section 59 - Environment performance agreement that is registered in relation to the land   | EPA (SA) will respond with details relevant to this item |
| 8.2 | section 93 - Environment protection order that is registered in relation to the land  | EPA (SA) will respond with details relevant to this item |
| 8.3 | section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land                   | EPA (SA) will respond with details relevant to this item |
| 8.4 | section 99 - Clean-up order that is registered in relation to the land  | EPA (SA) will respond with details relevant to this item |
| 8.5 | section 100 - Clean-up authorisation that is registered in relation to the land   | EPA (SA) will respond with details relevant to this item |
| 8.6 | section 103H - Site contamination assessment order that is registered in relation to the land   | EPA (SA) will respond with details relevant to this item |
| 8.7 | section 103J - Site remediation order that is registered in relation to the land  | EPA (SA) will respond with details relevant to this item |
| 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) will respond with details relevant to this item |

|            |  |   |
|------------|--|---|
| 8.9        | section 103P - Notation of site contamination audit report in relation to the land   | EPA (SA) will respond with details relevant to this item  |
| 8.10       | section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land | EPA (SA) will respond with details relevant to this item  |
| <b>9.</b>  | <b><i>Fences Act 1975</i></b>  |   |
| 9.1        | section 5 - Notice of intention to perform fencing work  | Contact the vendor for these details  |
| <b>10.</b> | <b><i>Fire and Emergency Services Act 2005</i></b>   |   |
| 10.1       | section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire              | Contact the Local Government Authority for other details that might apply<br>Where the land is outside a council area, contact the vendor                               |
| <b>11.</b> | <b><i>Food Act 2001</i></b>  |   |
| 11.1       | section 44 - Improvement notice  | Public Health in DHW has no record of any notice or direction affecting this title<br>also<br>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<br>also<br>Contact the Local Government Authority for other details that might apply |
| <b>12.</b> | <b><i>Ground Water (Qualco-Sunlands) Control Act 2000</i></b>  |   |
| 12.1       | Part 6 - risk management allocation  | Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title   |
| 12.2       | section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property        | DEW Water Licensing has no record of any notice affecting this title  |
| <b>13.</b> | <b><i>Heritage Places Act 1993</i></b>   |   |
| 13.1       | section 14(2)(b) - Registration of an object of heritage significance  | Heritage Branch in DEW has no record of any registration affecting this title   |
| 13.2       | section 17 or 18 - Provisional registration or registration  | Heritage Branch in DEW has no record of any registration affecting this title   |
| 13.3       | section 30 - Stop order  | Heritage Branch in DEW has no record of any stop order affecting this title   |
| 13.4       | Part 6 - Heritage agreement  | Heritage Branch in DEW has no record of any agreement affecting this title<br>also<br>Refer to the Certificate of Title   |
| 13.5       | section 38 - "No development" order  | Heritage Branch in DEW has no record of any "No development" order affecting this title   |
| <b>14.</b> | <b><i>Highways Act 1926</i></b>  |   |
| 14.1       | Part 2A - Establishment of control of access from any road abutting the land   | Transport Assessment Section within DIT has no record of any registration affecting this title  |
| <b>15.</b> | <b><i>Housing Improvement Act 1940 (repealed)</i></b>  |   |
| 15.1       | section 23 - Declaration that house is undesirable or unfit for human habitation   | Contact the Local Government Authority for other details that might apply   |
| 15.2       | Part 7 (rent control for substandard houses) - notice or declaration   | Housing Safety Authority has no record of any notice or declaration affecting this title  |
| <b>16.</b> | <b><i>Housing Improvement Act 2016</i></b>   |   |

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

## **17. *Land Acquisition Act 1969***

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

## **18. *Landscape South Australia Act 2019***

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

## Act

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

## 19. ***Land Tax Act 1936***

|      |   |  |
|------|---|--|
| 19.1 | Notice, order or demand for payment of land tax | <p><b>A Land Tax Certificate will be forwarded.</b><br/><b>If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</b></p> <p><b>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates</b><br/><b><a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></b></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        |
| <b>25. <i>Native Vegetation Act 1991</i></b>                                   |  |  |
| 25.1   | Part 4 Division 1 - Heritage agreement   | DEW Native Vegetation has no record of any agreement affecting this title<br>also<br>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<br>also<br>Refer to the Certificate of Title |
| 25.3   | section 25D - Management agreement   | DEW Native Vegetation has no record of any agreement affecting this title<br>also<br>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                                   |
| <b>26. <i>Natural Resources Management Act 2004 (repealed)</i></b>             |  |  |
| 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                                   |
| <b>27. <i>Outback Communities (Administration and Management) Act 2009</i></b> |  |  |
| 27.1   | section 21 - Notice of levy or contribution payable  | Outback Communities Authority has no record affecting this title   |

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

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

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

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

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

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

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

### 30. ***Plant Health Act 2009***

30.1 section 8 or 9 - Notice or order concerning pests

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

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

31.1 Part 3 - Notice

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply



### 32. ***South Australian Public Health Act 2011***

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

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

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

### 34. ***Water Industry Act 2012***

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

### 35. ***Water Resources Act 1997 (repealed)***

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

### 36. ***Other charges***

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

## Other Particulars

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

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

## Additional Information

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

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

## Notices

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

#### ***Land Tax Act 1936 and Regulations thereunder***

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

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

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

Information should be obtained from:

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

#### ***Landscape South Australia 2019***

Water Resources Management - Taking of underground water

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

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

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



[holdfast.sa.gov.au](http://holdfast.sa.gov.au)

Brighton Civic Centre 24 Jetty Road, Brighton SA 5048

PO Box 19 Brighton SA 5048

P 08 8229 9999 F 08 8298 4561

Glenelg Customer Service Centre and Library

2 Colley Terrace, Glenelg SA 5045

30 October 2025

Atkins Conveyancing Services  
PO Box 563  
INGLE FARM SA 5098

## CERTIFICATE – COUNCIL CHARGES

VALUER GEN NO: 1250906002

BILLING NO: 211010

SECTION/ALLOT:

Allot 13 Sec 204 CP 27498 Vol 6108 Fol 936

HUNDRED:

Noarlunga

PROPERTY ADDRESS:

13 Olive Street GLENELG SA 5045

CERTIFICATE OF TITLE:

CT 6108/936

OWNER:

Kiah S Tomney & Cooper J Brinkworth

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

|   |      |
|---|------|
| Rates and Arrears - prior to 30/06/2025 | 0.00 |
|---|------|

|            |      |
|------------|------|
| Legal Fees | 0.00 |
|------------|------|

|                                  |          |
|----------------------------------|----------|
| Rates for current financial year | 1,332.00 |
|----------------------------------|----------|

|  |      |
|--|------|
| Postponed Rates for current financial year | 0.00 |
|--|------|

|   |      |
|---|------|
| Postponed Interest for current financial year | 0.00 |
|---|------|

|   |      |
|---|------|
| Fines and interest for current financial year | 0.00 |
|---|------|

|                   |      |
|-------------------|------|
| Less Rate Capping | 0.00 |
|-------------------|------|

|             |      |
|-------------|------|
| Less Rebate | 0.00 |
|-------------|------|

|                                      |          |
|--------------------------------------|----------|
| Less Adjustments / Payments Received | (333.00) |
|--------------------------------------|----------|

|   |          |
|---|----------|
| Balance of rates and other monies due and payable | \$999.00 |
|---|----------|

Instalment/s Due:

|                |          |
|----------------|----------|
| Due 01/12/2025 | \$333.00 |
|----------------|----------|

|                |          |
|----------------|----------|
| Due 02/03/2026 | \$333.00 |
|----------------|----------|

|                |          |
|----------------|----------|
| Due 01/06/2026 | \$333.00 |
|----------------|----------|

Street Numbering

Please note Council's official street number for this property is 13 Olive Street GLENELG SA 5045.\*

Payment of Rates at Settlement

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

Payment of rates can be made via B-Pay – Biller Code 10132 and Reference Number 211010

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

Update of Rates Searches

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

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

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



AUTHORISED OFFICER



[holdfast.sa.gov.au](http://holdfast.sa.gov.au)

Brighton Civic Centre 24 Jetty Road, Brighton SA 5048

PO Box 19 Brighton SA 5048

P 08 8229 9999 F 08 8298 4561

Glenelg Customer Service Centre and Library

2 Colley Terrace, Glenelg SA 5045

Atkins Conveyancing Services  
PO Box 563  
INGLE FARM SA 5098

Dear Sir/Madam

RE: REQUEST FOR INFORMATION

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

Yours faithfully

**Pamela Jackson**  
Chief Executive Officer

PROPERTY ADDRESS:

CERTIFICATE NO:



PREScribed INFORMATION  
DEVELOPMENT SECTION

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

BUILDING ACT 1971

CITY OF ADELAIDE DEVELOPMENT CONTROL ACT 1976

PLANNING AND DEVELOPMENT ACT 1966

PLANNING ACT 1982

No

DEVELOPMENT PLAN UNDER THE DEVELOPMENT ACT 1993

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

N/A (Refer attached Section 7 Report)

Is the land situated in a designated State Heritage Area?

No

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

No

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

No

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

No

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

Application Number: 110/00947/09

Application Description: Land division - one allotment into nine

Decision Date: 01 Dec 2009

1. The financial, easement and internal drainage requirements for water and sewerage services of the SA Water Corporation, if any, being met. Payment of \$43440 into the Planning and Development Fund (8 allotment(s) @ \$5430/allotment). Cheques to be made payable and marked "Not Negotiable" to the Development Assessment Commission and payment made at Level 5, 136 North Terrace, Adelaide, or sent to GPO Box 1815, Adelaide, 5001, or via the internet at [www.planning.sa.gov.au](http://www.planning.sa.gov.au).
2. That the applicant shall advise Council in writing when conditions of approval numbered 1 to 4 are complied with in order to enable Council to advise the Development Assessment Commission in relation to the certificate of approval being issued.
3. That professional technical information be submitted to Council certifying that the building has elements which will avoid the spread of fire between the dwellings in accordance with the Building Code of Australia 1996.



4. (Note: Development Approval may be required to accommodate the above. This must be obtained prior to any construction work).

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

No

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

Refer Certificate of Title for any details.

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

No

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

No

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

No

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

No

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

No

Date of commencement of proceedings

N/A

Date of determination or order (if any).

N/A

Terms of determination or order (if any)

N/A

Note: Building Indemnity insurance is not required for –

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

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

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

No

Note:

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

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

It is should be noted that –

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

CERTIFIED DEVELOPMENT SECTION



DATE 30/10/2025

# Data Extract for Section 7 search purposes

Valuation ID 1250906002

**Data Extract Date:** 30/10/2025

## 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:** C27498 FL13

**Certificate Title:** CT6108/936

**Property Address:** 13 OLIVE ST GLENELG SA 5045

## Zones

General Neighbourhood (GN)

## Subzones

No

## Zoning overlays

### Overlays

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

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

#### **Affordable Housing**

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

#### **Building Near Airfields**

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

#### **Prescribed Wells Area**

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

#### **Regulated and Significant Tree**

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

## Stormwater Management

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

## Urban Tree Canopy

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

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

No

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

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

## Is the land designated as a Local Heritage Place

No

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

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

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

No

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

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

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

## Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

**PRESCRIBED INFORMATION  
HEALTH SECTION**

**PRESCRIBED ENCUMBRANCES****PARTICULARS REQUIRED**  
(Strike out the responses not required)

|   |                |
|---|----------------|
| Notice, order, declaration, charge, claim or demand given or made under the Local Government Act 1999.<br>(Health Section only – refer to General Section also) | Nil            |
| Order under 254 of the Local Government Act 1999.<br>(Health Section only – refer to General Section also)  | Nil            |
| Notice or declaration under the Housing Improvement Act 1940.   | Not applicable |
| South Australian Public Health Act 2011.<br><br>Notice under the Supported Residential Facilities Act 1992.   | Nil            |
| Improvement Notice under section 44 of the Food Act 2001<br>Prohibition Order under section 46 of the Food Act 2001   | Nil            |

CERTIFIED HEALTH SECTION



DATE 30/10/2025

**PRESCRIBED INFORMATION  
GENERAL SECTION**

**PRESCRIBED ENCUMBRANCES****PARTICULARS REQUIRED**  
(Strike out the responses not required)

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

CERTIFIED GENERAL SECTION



DATE 30/10/2025

**City of Holdfast Bay**

PO Box 19  
BRIGHTON SA 5048

# Tax Invoice Official Receipt

ABN: 62 551 270 492

29/10/2025      Receipt No:      2527276

To:      Atkins Conveyancing Services  
PO Box 563  
INGLE FARM SA 5098

Serving Our Community

| Applic                    | Reference                          | Amount         |
|---------------------------|------------------------------------|----------------|
| Certs                     |                                    |                |
|                           | CERT0716/25                        | \$71.00        |
|                           | To 13 Olive Street GLENELG SA 5045 |                |
| <b>Transaction Total:</b> |                                    | <b>\$71.00</b> |
| <b>Includes GST of:</b>   |                                    | <b>\$0.00</b>  |

**Amounts Tendered**

|             |                |
|-------------|----------------|
| Credit Card | \$71.00        |
| Total       | \$71.00        |
| Rounding    | \$0.00         |
| Change      | \$0.00         |
| <b>Nett</b> | <b>\$71.00</b> |

Thank you for your Payment

Printed 29/10/2025 4:50:29 PM





ABN 19 040 349 865  
Emergency Services Funding Act 1998

# CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 2725404

ATKINS CONVEYANCING SERVICES  
POST OFFICE BOX 563  
INGLE FARM SA 5098

DATE OF ISSUE

30/10/2025

**ENQUIRIES:**

Tel: (08) 8372 7534

Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)

| OWNERSHIP NUMBER                             |   | OWNERSHIP NAME          |               |                   |
|--|---|-------------------------|---------------|-------------------|
| 20026320                                     |   | K TOMNEY & C BRINKWORTH |               |                   |
| PROPERTY DESCRIPTION                         |   |                         |               |                   |
| 13 OLIVE ST / GLENELG SA 5045 / LT 13 C27498 |   |                         |               |                   |
| ASSESSMENT NUMBER                            | TITLE REF.<br>(A "+" indicates multiple titles) | CAPITAL VALUE           | AREA / FACTOR | LAND USE / FACTOR |
|  |   |                         | R4            | RE                |
| 1250906002                                   | CT 6108/936                                     | \$570,000.00            | 1.000         | 0.400             |
|  |   |                         |               |                   |
| LEVY DETAILS:                                |   | FIXED CHARGE            | \$            | 50.00             |
|  |   | + VARIABLE CHARGE       | \$            | 192.85            |
| FINANCIAL YEAR                               |   | - REMISSION             | \$            | 116.05            |
| 2025-2026                                    |   | - CONCESSION            | \$            | 0.00              |
|  |   | + ARREARS / - PAYMENTS  | \$            | -126.80           |
|  |   | = AMOUNT PAYABLE        | \$            | 0.00              |

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

EXPIRY DATE 28/01/2026

See overleaf for further information



**Government of  
South Australia**

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

## CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

**OFFICIAL: Sensitive**

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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




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

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

For more information:

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

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

|   |   |  |
|---|---|--|
| <br>Billor Code: 456285<br>Ref: 7010357718<br><br>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.<br>More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a><br><small>® Registered to BPAY Pty Ltd<br/>ABN 69 079 137 518</small> | <br><br>To pay via the internet go to:<br><a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a> | <br><br>Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to:<br><b>Please refer below.</b><br>Revenue SA<br>Locked Bag 555<br>ADELAIDE SA 5001 |
|---|---|--|

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

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865  
Land Tax Act 1936**CERTIFICATE OF LAND TAX PAYABLE**

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

PIR Reference No: 2725404

DATE OF ISSUE

30/10/2025

ATKINS CONVEYANCING SERVICES  
POST OFFICE BOX 563  
INGLE FARM SA 5098

**ENQUIRIES:**

Tel: (08) 8372 7534

Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)OWNERSHIP NAME  
K TOMNEY & C BRINKWORTHFINANCIAL YEAR  
2025-2026PROPERTY DESCRIPTION  
13 OLIVE ST / GLENELG SA 5045 / LT 13 C27498

| ASSESSMENT NUMBER | TITLE REF.<br>(A "+" indicates multiple titles) | TAXABLE SITE VALUE | AREA      |
|-------------------|---|--------------------|-----------|
| 1250906002        | CT 6108/936                                     | \$310,000.00       | 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 |                |    |      |
| = <u>AMOUNT PAYABLE</u> | \$ | 0.00 |                |    |      |

Please Note:

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

ON OR BEFORE 28/01/2026

See overleaf for further information

**Government of  
South Australia**

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

**CERTIFICATE OF LAND TAX PAYABLE**

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate



Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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




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

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

For more information:

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

## PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

|  |   |   |
|--|---|---|
| <br>Billers Code: 456293<br>Ref: 7010357627<br><br>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.<br>More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a><br><small>© Registered to BPAY Pty Ltd<br/>ABN 69 079 137 518</small> | <br><br>To pay via the internet go to:<br><a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a> | <br><br>Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to:<br><b>Please refer below.</b><br>Revenue SA<br>Locked Bag 555<br>ADELAIDE SA 5001 |
|--|---|---|

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

|  |                              |                             |                   |                        |
|--|------------------------------|-----------------------------|-------------------|------------------------|
| Account Number<br><b>12 50906 00 2</b> | L.T.O Reference<br>CT6108936 | Date of issue<br>30/10/2025 | Agent No.<br>7125 | Receipt No.<br>2725404 |
|--|------------------------------|-----------------------------|-------------------|------------------------|

ATKINS CONVEYANCING SERVICES  
PO BOX 563  
INGLE FARM SA 5098  
grant@atkinsconveyancing.com.au

Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

### Property details:

**Customer:** C J BRINKWORTH & K S TOMNEY  
**Location:** 13 OLIVE ST GLENELG LT 13 C27498  
**Description:** 4H/UNIT CP **Capital Value:** \$ 570 000  
**Rating:** Residential

### Periodic charges

Raised in current years to 31/12/2025

|                       |          |                            |   |               |
|-----------------------|----------|----------------------------|---|---------------|
|                       |          | Arrears as at: 30/6/2025   | : | \$ 0.00       |
| Water main available: | 1/7/1973 | Water rates                | : | 164.60        |
| Sewer main available: | 1/7/1973 | Sewer rates                | : | 188.00        |
|                       |          | Water use                  | : | 83.76         |
|                       |          | 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                | : | 223.82CR      |
|                       |          | <b>Balance outstanding</b> | : | <b>212.54</b> |

Degree of concession: 00.00%  
Recovery action taken: OVERDUE

**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 12 50900 00 6.

The Water Use apportionment option is Even.

The apportionment percentage for this account is 11.11%.

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

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

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

## South Australian Water Corporation

**Name:**

C J BRINKWORTH &amp; K S TOMNEY

**Water & Sewer Account**

Acct. No.: 12 50906 00 2

**Amount:** \_\_\_\_\_**Address:**

13 OLIVE ST GLENELG LT 13 C27498

### Payment Options

**EFT****EFT Payment**

|                      |                             |
|----------------------|-----------------------------|
| Bank account name:   | SA Water Collection Account |
| BSB number:          | 065000                      |
| Bank account number: | 10622859                    |
| Payment reference:   | 1250906002                  |

**Bill code: 8888**  
**Ref: 1250906002**

Telephone and Internet Banking — BPAY®

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

**Paying online**

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

**Paying by phone**

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

SA Water account number: 1250906002

**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](http://sawater.com.au)



Better communities.  
The Whittles way.

176 Fullarton Road  
Dulwich SA 5065

08 8291 2300  
whittles.com.au

30/10/25

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

ATKINS CONVEYANCING SERVICES  
PO BOX 563  
INGLE FARM, SA, 5098

Dear Sir/Madam

**RE:** Community Corporation 27498 Inc.  
1A OLIVE STREET, GLENELG  
ABN: 50480446010  
Lot: 00013 Address known as: 13 OLIVE STREET, GLENELG  
OWNER: C J Brinkworth & K S Tomney

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

**Lot Entitlement Value:**

The Lot Entitlement Value is 1100 of a total 10000.

**Financial Status of the Lot Owner:**

The contribution payable to the Administration Fund is currently \$389.00 per quarter paid to 14/11/25. No GST is included within this contribution.

The contribution payable to the Sinking Fund is currently \$111.00 per quarter paid to 14/11/25. No GST is included within this contribution.

Arrears are as follows:

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

TOTAL ARREARS ARE: \$0.00 as at 30/10/2025. NEXT CONTRIBUTION IS DUE 15/11/25  
(NOTE: An interest rate of 15 % per annum calculated daily applies)

***The details provided are, to the best of our knowledge, accurate to this date. As this information could change prior to settlement, Conveyancers are urged to confirm them by telephone IMMEDIATELY PRIOR TO SETTLEMENT.  
Please contact Whittles on 8291 2300 or [info.adelaide@whittles.com.au](mailto:info.adelaide@whittles.com.au)***



### **Known Extraordinary Expenses**

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

water consumption both paid by owner

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

### **Special Levies**

No special levies payable.

### **Financial Status of the Community Title**

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

The fund currently stands to the credit of:

|                     |                                     |
|---------------------|-------------------------------------|
| Administrative Fund | \$4,704.16CR                        |
| Sinking Fund        | \$38,627.27CR (for future projects) |

### **Enclosures**

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

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

### **Insurance Details**

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

### **Records**

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

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

## **Pets**

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

## **Special Notes**

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

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

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

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

Yours faithfully



Mathew Altamura  
Body Corporate Manager  
mathew.altamura@whittles.com.au

**WHITTLES MANAGEMENT SERVICES PTY LTD**

On behalf of the Corporation 30/10/2025

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

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

***SETTLEMENT DATE:***    \_\_\_ / \_\_\_ / \_\_\_

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

**Purchaser 1:**

First Name

Surname

**Purchaser 2:**

First Name

Surname

**BUSINESS NAME** (If Applicable)

**TELEPHONE NUMBERS :**

MOBILE : \_\_\_\_\_

HOME: \_\_\_\_\_

WORK: \_\_\_\_\_

EMAIL : \_\_\_\_\_

**ACCOUNTS TO BE FORWARDED TO :**

**CORRESPONDENCE TO BE FORWARDED TO :**

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

**BROKER:**

Atkins Conveyancing Services  
PO BOX 563, INGLE FARM

Community Corporation 27498 Inc.

1A OLIVE STREET, GLENELG

Lot: 00013 Address known as: 13 OLIVE STREET, GLENELG

OWNER: C J Brinkworth & K S Tomney

Mathew Altamura

# TAX INVOICE

30/10/2025

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

Atkins Conveyancing Services  
PO BOX 563  
INGLE FARM SA 5098

**DESCRIPTION:** Searching and completing document for provisions of  
Section 139 of the Community Titles Act, 1996, Lot : 00013 at  
1A OLIVE STREET, GLENELG

Community Corporation 27498 Inc.

|                   |               |         |      |
|-------------------|---------------|---------|------|
| <b>FEE:</b>       | As prescribed | \$60.00 | PAID |
|                   | Plus 10% GST  | \$6.00  | PAID |
| <b>TOTAL DUE:</b> |               | \$66.00 | PAID |

**OWNER:** C J Brinkworth & K S Tomney

With Compliments

## Administrative Fund Statement of Income & Expenditure

COMMUNITY CORP.27498 INC  
1A Olive Street GLENELG SA 5045  
1 April 2024 to 31 March 2025  
Printed 06/05/25 09:04

|   | YTD Actual        | YTD Budget        | Variance      | Last Year        |
|---|-------------------|-------------------|---------------|------------------|
| <b>FUND INCOME</b>                      |                   |                   |               |                  |
| Contributions                           | 12,994.00         | 13,000.00         | (6.00)        | 9,804.00         |
| Interest-Contributions arrears          | 1.50              | 0.00              | 1.50          | 3.85             |
| <b>TOTAL FUND INCOME</b>                | <b>12,995.50</b>  | <b>13,000.00</b>  | <b>(4.50)</b> | <b>9,807.85</b>  |
| <b>FUND EXPENDITURE</b>                 |                   |                   |               |                  |
| Audit prep. incl of auditor fee         | 128.70            | 130.00            | 1.30          | 128.70           |
| Common property                         | 0.00              | 1,000.00          | 1,000.00      | 0.00             |
| Debt collection fees                    | 0.00              | 0.00              | 0.00          | 88.00            |
| Debt collection fees recovery           | 0.00              | 0.00              | 0.00          | (88.00)          |
| Grounds                                 | 3,138.00          | 2,500.00          | (638.00)      | 1,758.00         |
| Insurance renewals                      | 7,385.00          | 7,200.00          | (185.00)      | 5,335.00         |
| Management - Additional services fee    | 264.00            | 220.00            | (44.00)       | 110.00           |
| Management - Agreed Services            | 2,558.00          | 2,558.00          | 0.00          | 2,369.00         |
| Management - Asset Maintenance Services | 162.00            | 162.00            | 0.00          | 162.00           |
| Management - Disbursement Fees          | 772.20            | 772.20            | 0.00          | 729.32           |
| <b>TOTAL FUND EXPENDITURE</b>           | <b>14,407.90</b>  | <b>14,542.20</b>  | <b>134.30</b> | <b>10,592.02</b> |
| <b>FUND SURPLUS (DEFICIT)</b>           | <b>(1,412.40)</b> | <b>(1,542.20)</b> | <b>129.80</b> | <b>(784.17)</b>  |

## Administrative Fund Statement of Assets & Liabilities

COMMUNITY CORP.27498 INC  
1A Olive Street GLENELG SA 5045

31 March 2025

Printed 06/05/25 09:04

|                              | YTD Actual        | Last Year      |
|------------------------------|-------------------|----------------|
| <b>OWNERS FUNDS</b>          |                   |                |
| Balance Brought Forward      | (27.44)           | 756.73         |
| Surplus/(Deficit) For Period | (1,412.40)        | (784.17)       |
| <b>TOTAL FUNDS</b>           | <b>(1,439.84)</b> | <b>(27.44)</b> |
| <b>ASSETS</b>                |                   |                |
| Cash at Bank (MBL)           | (1,084.84)        | 19.56          |
| <b>TOTAL ASSETS</b>          | <b>(1,084.84)</b> | <b>19.56</b>   |
| <b>LIABILITIES</b>           |                   |                |
| Unallocated Advances         | 355.00            | 47.00          |
| <b>TOTAL LIABILITIES</b>     | <b>355.00</b>     | <b>47.00</b>   |
| <b>NET ASSETS</b>            | <b>(1,439.84)</b> | <b>(27.44)</b> |

## Sinking Fund Statement of Income & Expenditure

COMMUNITY CORP.27498 INC  
1A Olive Street GLENELG SA 5045  
1 April 2024 to 31 March 2025  
Printed 06/05/25 09:04

|                               | YTD Actual      | YTD Budget      | Variance       | Last Year       |
|-------------------------------|-----------------|-----------------|----------------|-----------------|
| <b>FUND INCOME</b>            |                 |                 |                |                 |
| Contributions                 | 3,927.00        | 4,000.00        | (73.00)        | 4,065.00        |
| <b>TOTAL FUND INCOME</b>      | <b>3,927.00</b> | <b>4,000.00</b> | <b>(73.00)</b> | <b>4,065.00</b> |
| <b>FUND EXPENDITURE</b>       |                 |                 |                |                 |
| Reports                       | 330.00          | 330.00          | 0.00           | 0.00            |
| <b>TOTAL FUND EXPENDITURE</b> | <b>330.00</b>   | <b>330.00</b>   | <b>0.00</b>    | <b>0.00</b>     |
| <b>FUND SURPLUS (DEFICIT)</b> | <b>3,597.00</b> | <b>3,670.00</b> | <b>(73.00)</b> | <b>4,065.00</b> |

## Sinking Fund Statement of Assets & Liabilities

COMMUNITY CORP.27498 INC  
1A Olive Street GLENELG SA 5045  
31 March 2025  
Printed 06/05/25 09:04

|                              | YTD Actual       | Last Year        |
|------------------------------|------------------|------------------|
| <b>OWNERS FUNDS</b>          |                  |                  |
| Balance Brought Forward      | 42,810.27        | 38,745.27        |
| Surplus/(Deficit) For Period | 3,597.00         | 4,065.00         |
| <b>TOTAL FUNDS</b>           | <b>46,407.27</b> | <b>42,810.27</b> |
| <b>ASSETS</b>                |                  |                  |
| Cash at Bank (MBL)           | 46,407.27        | 42,810.27        |
| <b>TOTAL ASSETS</b>          | <b>46,407.27</b> | <b>42,810.27</b> |
| <b>LIABILITIES</b>           |                  |                  |
| <b>TOTAL LIABILITIES</b>     | <b>0.00</b>      | <b>0.00</b>      |
| <b>NET ASSETS</b>            | <b>46,407.27</b> | <b>42,810.27</b> |



## Consolidated Statement of Assets & Liabilities

COMMUNITY CORP.27498 INC  
1A Olive Street GLENELG SA 5045  
31 March 2025  
Printed 06/05/25 09:04

|                              | YTD Actual       | Last Year        |
|------------------------------|------------------|------------------|
| <b>OWNERS FUNDS</b>          |                  |                  |
| Balance Brought Forward      | 42,782.83        | 39,502.00        |
| Surplus/(Deficit) For Period | 2,184.60         | 3,280.83         |
| <b>TOTAL FUNDS</b>           | <b>44,967.43</b> | <b>42,782.83</b> |
| <b>ASSETS</b>                |                  |                  |
| Cash at Bank (MBL)           | 45,322.43        | 42,829.83        |
| <b>TOTAL ASSETS</b>          | <b>45,322.43</b> | <b>42,829.83</b> |
| <b>LIABILITIES</b>           |                  |                  |
| Unallocated Advances         | 355.00           | 47.00            |
| <b>TOTAL LIABILITIES</b>     | <b>355.00</b>    | <b>47.00</b>     |
| <b>NET ASSETS</b>            | <b>44,967.43</b> | <b>42,782.83</b> |

## Notes to the Financial Statements

COMMUNITY CORP.27498 INC  
1A Olive Street GLENELG SA 5045  
31 March 2025  
Printed 06/05/25 09:04

### Investments

Nil

The following balances relate to amounts received or owing as at 31/03/2025

### Receivables - Owner Arrears

| Unit/Lot Details | Admin         | Sinking       | Total         |
|------------------|---------------|---------------|---------------|
|                  | Contributions | Contributions |               |
| 00014            | 11.00         | 111.00        | 122.00        |
| <b>Totals</b>    | <b>11.00</b>  | <b>111.00</b> | <b>122.00</b> |

### Debtors

Nil

### Allocated Advance Payments

Nil

### Outstanding Creditors

Nil

### Unallocated Advance Payments

| Unit/Lot Details | Admin          |
|------------------|----------------|
| 00017            | 355.00-        |
| <b>Totals</b>    | <b>355.00-</b> |

### Remuneration

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

Commissions received by Whittles for the financial year of the body corporate: \$850.21

## Summary of Significant Accounting Policies

COMMUNITY CORP.27498 INC  
1A Olive Street GLENELG SA 5045  
1 April 2024 to 31 March 2025  
Printed 06/05/25 09:04

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### Basis of Preparation

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

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

### Basis of Accounting

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

### Cash and cash equivalents

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

### Goods and Services Tax

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

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

### Income Tax

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

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

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

**INDEPENDENT AUDITOR'S REPORT  
TO THE MEMBERS OF COMMUNITY CORPORATION 27498 INC**

**Report on the Audit of the Financial Report**

***Opinion***

We have audited the accompanying financial report, being a special purpose financial report, of COMMUNITY CORPORATION 27498 INC, which comprises the Statements of Assets and Liabilities as at 31 March 2025 and the Admin Fund and Sinking Fund Income and Expenditure Statements for the year then ended. The financial report has been prepared in accordance with the cash basis of accounting as described in the summary of significant accounting policies. No assets or liabilities are recorded other than cash and bank balances.

In our opinion, the financial report presents fairly, in all material respects, the financial position of COMMUNITY CORPORATION 27498 INC as at 31 March 2025, and of its financial performance for the year then ended in accordance with the accounting policies described in the summary of significant accounting policies and the *Community Titles Act 1996 (SA)*

***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 Report* 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* (the Code) that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the 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***

Without modifying our opinion, we draw attention to the basis of accounting, which is the cash basis of accounting. The financial report is prepared to provide information to the MEMBERS of COMMUNITY CORPORATION 27498 INC and, as a result, the financial report may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

***Responsibility of Management for the Financial Report***

Management is responsible for the preparation of the financial report that gives a true and fair view and have determined that the cash basis of accounting is appropriate to meet the needs of members. Management's responsibility also includes such internal control as management determines is necessary to enable the preparation of a financial report that gives a true and fair view and is free from material misstatement, whether due to fraud or error.

**INDEPENDENT AUDITOR'S REPORT  
TO THE MEMBERS OF COMMUNITY CORPORATION 27498 INC**

In preparing the financial report, management are 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 intend to liquidate the entity or to cease operations, or have no realistic alternative but to do so.

Management is responsible for overseeing the entity's financial reporting process.

***Auditor's Responsibilities for the Audit of the Financial Report***

Our objectives are to obtain reasonable assurance about whether the financial report 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 the 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 the financial report.

A further description of our responsibilities for the audit of the financial report is located at the Auditing and Assurance Standards Board website at:

[https://www.auasb.gov.au/auditors\\_responsibilities/ar4.pdf](https://www.auasb.gov.au/auditors_responsibilities/ar4.pdf)

This description forms part of our auditor's report.

**MGI Assurance (SA) Pty Ltd**  
Chartered Accountants

A stylized, handwritten signature in black ink, appearing to read 'Clayton Lawrence'.

**Clayton Lawrence**  
Director

Eastwood, South Australia  
9 May 2025



*Strata and Community Title Services*

4 June 2025

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for COMMUNITY CORP.27498 INC 1A Olive Street, GLENELG, SA, 5045.

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

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

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

Yours faithfully

Mathew Altamura  
Body Corporate Manager



## Minutes of the Adjourned Annual General Meeting COMMUNITY CORP.27498 INC

|                             |  |   |                      |
|-----------------------------|--|---|----------------------|
| <b>Meeting Date</b>         | Wednesday, 04 June 2025  |   |                      |
| <b>Meeting Location</b>     | Via Video Conference   |   |                      |
| <b>Time</b>                 | 11:00 AM   | Closed: 11:30 AM  |                      |
| <b>Lots Represented</b>     | 00010  | Venetie Proprietary Limited ATF The Wilkington Family Trust | Electronic vote      |
|                             | 00013  | C J Brinkworth  | Owner present        |
|                             | 00018  | Ms L F Collaton   | Electronic vote      |
| <b>By Proxy</b>             | 00017  | Ms K A Saunders   | Proxy Name: Whittles |
| <b>Chairperson</b>          | Mathew Altamura presided over the meeting. It was agreed that Mathew Altamura, Body Corporate Manager, would assist by conducting the meeting. |   |                      |
| <b>Additional Attendees</b> | Mathew Altamura representing Whittles Management Services Pty Ltd  |   |                      |
| <b>Quorum</b>               | Those present were advised that a quorum was achieved.   |   |                      |

### Motions Resolved at the Reconvened Meeting (4 June 2025)

#### Item 1

##### Declaration of Interest

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

#### Motion 2

##### Acceptance of Minutes

##### Ordinary Resolution

It was resolved that in accordance with the provisions of s81(5)(b) of the *Community Titles Act 1996*, the minutes of the Annual General Meeting held on 22 MAY 2024 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.

##### Motion CARRIED.

##### Votes

Yes: 2

No: 0

Abs: 2

Inv: 0

| Motion 3   |        |                     |        |        |
|--|--------|---------------------|--------|--------|
| Acceptance of Statement of Accounts  |        | Ordinary Resolution |        |        |
| It was resolved that in accordance with the provisions of s81(5) (d) of the <i>Community Titles Act</i> 1996 (amended), the audited Statement of Accounts for the financial year ending 31 MAR 2025, which have been circulated to all members, is accepted. |        |                     |        |        |
| Motion CARRIED.  |        |                     |        |        |
| Votes  | Yes: 2 | No: 0               | Abs: 2 | Inv: 0 |

| Motion 4  |        |                     |        |        |
|---|--------|---------------------|--------|--------|
| Appointment of Manager  |        | Ordinary Resolution |        |        |
| It was resolved that the Body Corporate under s76(9) of the <i>Community Titles Act 1996</i> :  |        |                     |        |        |
| i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services,<br>ii. make the appointment for a Term of twelve (12) months, being from the 1 APR 2025 to 31 MAR 2026 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked,<br>iii. authorise limited powers to Whittles Management Services Pty Ltd,<br>iv. agree to pay Service Fees to Whittles Management Services Pty Ltd,<br>v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and<br>vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd. |        |                     |        |        |
| The Services Agreement is available for viewing at <a href="http://whittles.com.au">whittles.com.au</a> through your owner portal.  |        |                     |        |        |
| Motion CARRIED.   |        |                     |        |        |
| Votes   | Yes: 2 | No: 0               | Abs: 2 | Inv: 0 |



**Election of Office Bearers and Committee**

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

Limitations Imposed

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

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

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

**Election of Presiding Officer**

Lot 13 - C Brinkworth has been elected unopposed as Presiding Officer.

**Election of Secretary**

Lot 13 - C Brinkworth has been elected unopposed as Secretary.

**Election of Treasurer**

Lot 13 - C Brinkworth has been elected unopposed as Treasurer.

**Item 6****Accredited Contractors (Advice)**

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

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

**Item 7****Annual Compliance Register (Advice)**

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

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

**Item 8****Primary Duty of Care / Common Property / Safety Report**

In accordance with *SA Work Health & Safety Act 2012* and or *SA Civil Liability Act 1936*, a comprehensive professional report was last performed in July 2017 and is available for viewing at [whittles.com.au](http://whittles.com.au) through your owner portal.

**Item 9****Current Insurance Details (Advice)**

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

## Motion 10

### Insurance Renewal

### Ordinary Resolution

It was resolved that the Body Corporate Manager is to arrange quotes and/or renewal of the Body Corporate's insurance for a sum insured of \$3,740,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request.

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

Whittles recommends consideration be given to the following additional cover options if not already included in the policy; office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown.

### Contents Insurance

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

### Motion CARRIED.

### Votes

Yes: 2

No: 0

Abs: 2

Inv: 0

## Motion 11

### Transfer of Funds

### Special Resolution

It was resolved that the Body Corporate approve a transfer of funds from the Sinking Fund to the Administration Fund of \$10,000.00 to assist with cash flow shortages.

### Motion CARRIED.

### Votes

Yes: 2

No: 0

Abs: 2

Inv: 0

## Item 12

### General Business

### Grounds Maintenance

For P & M Kalaburnis to continue the grounds maintenance.

| Motion 13   |        |                     |        |        |
|---|--------|---------------------|--------|--------|
| Administrative Fund Budget  |        | Ordinary Resolution |        |        |
| <p>It was resolved that in accordance with s81(5)(d) (iii) of the <i>Community Titles Act 1996</i>, the attached Administrative Fund budget be approved and adopted.</p> <p>Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of \$3,500.00 for the financial year ending 31 MAR 2026.</p> <p>This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year.</p> <p>Contributions will be raised equally in respect of each lot.</p> |        |                     |        |        |
| Motion CARRIED.   |        |                     |        |        |
| Votes   | Yes: 2 | No: 0               | Abs: 2 | Inv: 0 |

| Motion 14  |        |                     |        |        |
|--|--------|---------------------|--------|--------|
| Sinking Fund Budget  |        | Ordinary Resolution |        |        |
| <p>It was resolved that in accordance with s116 of the <i>Community Titles Act 1996</i>, the attached Sinking Fund budget be approved and adopted.</p> <p>Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of \$1,000.00 for the financial year ending 31 MAR 2026.</p> <p>This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year..</p> <p>Contributions will be raised equally in respect of each lot.</p> |        |                     |        |        |
| Motion CARRIED.  |        |                     |        |        |
| Votes  | Yes: 2 | No: 0               | Abs: 2 | Inv: 0 |

| Motion 15   |        |                     |        |        |
|---|--------|---------------------|--------|--------|
| Audit of Annual Financial Statement   |        | Ordinary Resolution |        |        |
| It was resolved that in accordance with Part 13, Division 2 of the <i>Community Titles Act 1996</i> , the Body Corporate is obligated to carry out an independent audit of the Body Corporate's annual statement of accounts. Whittles recommends MGI Assurance (SA) be appointed at an estimated cost of \$130.00. |        |                     |        |        |
| Motion CARRIED.   |        |                     |        |        |
| Votes   | Yes: 2 | No: 0               | Abs: 2 | Inv: 0 |



#### Motion 16

##### Insufficient Funds Special Levy Authority

##### Ordinary Resolution

It was resolved that should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Management Committee, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with equally in respect of each lot and must not exceed the sum of \$7,700.00.

If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.

#### Motion CARRIED.

##### Votes

Yes: 2

No: 0

Abs: 2

Inv: 0

#### Motion 17

##### Interest Charged on Overdue Contributions/Levies

##### Ordinary Resolution

It was resolved that in accordance with the provisions of s114 (4) of the *Community Titles Act 1996*, the Body Corporate will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date.

The Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.

#### Motion CARRIED.

##### Votes

Yes: 2

No: 0

Abs: 2

Inv: 0

## Motion 18

### Recovery of Overdue Contributions/Levies

### Ordinary Resolution

It was resolved that in accordance with s114 (7) of the *Community Titles Act 1996*, Whittles is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of COMMUNITY CORP.27498 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred.

Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company.

Fees charged by third party providers will be recovered from the debtor at cost per invoice.

Owners are advised of the following debt recovery process:

1. Owners are issued their contribution notice approximately 3 weeks before the due date.
2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date.
3. Once 27 days or more overdue, a final notice is issued to the owner incurring a \$44.00 fee. Payment is to be made in full within 21 days from date of issue.
4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued.
5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency.

## Motion CARRIED.

### Votes

Yes: 2

No: 0

Abs: 2

Inv: 0

## Item 19

### Next Meeting & Closure

Next years AGM is to be held at a time and date to be advised by the Corporation Manager.

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

To access your account go to [www.whittles.com.au](http://www.whittles.com.au) and login using either your registered mobile number or email address.

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

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

## BUDGET

COMMUNITY CORP.27498 INC  
1A OLIVE STREET, GLENELG

Year ending March 2026

### ADMINISTRATIVE FUND

|   | Apr-Jun 25       | Jul-Sept 25     | Oct-Dec 25      | Jan-Mar 26      | Annual Total       |
|---|------------------|-----------------|-----------------|-----------------|--------------------|
| <b>INCOME</b>                           |                  |                 |                 |                 |                    |
| Contributions                           | 3,500.00         | 3,500.00        | 3,500.00        | 3,500.00        | \$14,000.00        |
| Arrears                                 | 11.00            | 0.00            | 0.00            | 0.00            | \$11.00            |
| Advances                                | -0.00            | -0.00           | -0.00           | -0.00           | -\$0.00            |
| Transfer - From Sinking fund            | 10,000.00        | 0.00            | 0.00            | 0.00            | \$10,000.00        |
| <b>Total</b>                            | <b>13,511.00</b> | <b>3,500.00</b> | <b>3,500.00</b> | <b>3,500.00</b> | <b>\$24,011.00</b> |
| <b>EXPENDITURE</b>                      |                  |                 |                 |                 |                    |
| Audit prep. incl of auditor fee         | 130.00           | 0.00            | 0.00            | 0.00            | \$130.00           |
| Common property                         | 125.00           | 125.00          | 125.00          | 125.00          | \$500.00           |
| Grounds - Contract groundsman           | 700.00           | 700.00          | 700.00          | 700.00          | \$2,800.00         |
| Insurance - Renewal                     | 0.00             | 7,700.00        | 0.00            | 0.00            | \$7,700.00         |
| Management - Additional services fee    | 250.00           | 0.00            | 0.00            | 0.00            | \$250.00           |
| Management - Agreed Services            | 639.50           | 639.50          | 639.50          | 639.50          | \$2,558.00         |
| Management - Asset Maintenance Services | 45.00            | 45.00           | 45.00           | 45.00           | \$180.00           |
| Management - Disbursement Fees          | 153.45           | 153.45          | 153.45          | 153.45          | \$613.80           |
| Technology and System Fees              | 39.60            | 39.60           | 39.60           | 39.60           | \$158.40           |
| <b>Total</b>                            | <b>2,082.55</b>  | <b>9,402.55</b> | <b>1,702.55</b> | <b>1,702.55</b> | <b>\$14,890.20</b> |

### SINKING FUND

|                                   | Apr-Jun 25       | Jul-Sept 25     | Oct-Dec 25      | Jan-Mar 26      | Annual Total       |
|-----------------------------------|------------------|-----------------|-----------------|-----------------|--------------------|
| <b>INCOME</b>                     |                  |                 |                 |                 |                    |
| Contributions                     | 1,000.00         | 1,000.00        | 1,000.00        | 1,000.00        | \$4,000.00         |
| Arrears                           | 111.00           | 0.00            | 0.00            | 0.00            | \$111.00           |
| Advances                          | -0.00            | -0.00           | -0.00           | -0.00           | -\$0.00            |
| <b>Total</b>                      | <b>1,111.00</b>  | <b>1,000.00</b> | <b>1,000.00</b> | <b>1,000.00</b> | <b>\$4,111.00</b>  |
| <b>EXPENDITURE</b>                |                  |                 |                 |                 |                    |
| Transfer - To Administration Fund | 10,000.00        | 0.00            | 0.00            | 0.00            | \$10,000.00        |
| <b>Total</b>                      | <b>10,000.00</b> | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>\$10,000.00</b> |

## CASH FLOW SUMMARY

|                                   | Apr-Jun 25 | Jul-Sept 25 | Oct-Dec 25 | Jan-Mar 26 | Annual Total       |
|-----------------------------------|------------|-------------|------------|------------|--------------------|
| <b><u>ADMINISTRATIVE FUND</u></b> |            |             |            |            |                    |
| Opening Balance                   | -1,439.84  | 9,988.61    | 4,086.06   | 5,883.51   | <b>\$-1,439.84</b> |
| Add: Contributions                | 3,500.00   | 3,500.00    | 3,500.00   | 3,500.00   | <b>\$14,000.00</b> |
| Add: Transfer - From Sinking fund | 10,000.00  | 0.00        | 0.00       | 0.00       | <b>\$10,000.00</b> |
| Add: Arrears                      | 11.00      | 0.00        | 0.00       | 0.00       | <b>\$11.00</b>     |
| Minus: Advances                   | 0.00       | 0.00        | 0.00       | 0.00       | <b>\$0.00</b>      |
| Minus: Expenditures               | 2,082.55   | 9,402.55    | 1,702.55   | 1,702.55   | <b>\$14,890.20</b> |
| CLOSING BALANCE                   | 9,988.61   | 4,086.06    | 5,883.51   | 7,680.96   | <b>\$7,680.96</b>  |
| <b><u>SINKING FUND</u></b>        |            |             |            |            |                    |
| Opening Balance                   | 46,407.27  | 37,518.27   | 38,518.27  | 39,518.27  | <b>\$46,407.27</b> |
| Add: Contributions                | 1,000.00   | 1,000.00    | 1,000.00   | 1,000.00   | <b>\$4,000.00</b>  |
| Add: Arrears                      | 111.00     | 0.00        | 0.00       | 0.00       | <b>\$111.00</b>    |
| Minus: Advances                   | 0.00       | 0.00        | 0.00       | 0.00       | <b>\$0.00</b>      |
| Minus: Expenditures               | 10,000.00  | 0.00        | 0.00       | 0.00       | <b>\$10,000.00</b> |
| CLOSING BALANCE                   | 37,518.27  | 38,518.27   | 39,518.27  | 40,518.27  | <b>\$40,518.27</b> |

## CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement      10000  
Number of Lots                9

| Lot Number             | — Effective from 15/08/25 — |                          | — Effective from 15/08/25 — |                        |
|------------------------|-----------------------------|--------------------------|-----------------------------|------------------------|
|                        | LEV                         | ADMIN Fund               | LEV                         | SINKING Fund           |
| 10                     | 1050                        | <b>\$389</b>             | 1050                        | <b>\$111</b>           |
| 11                     | 850                         | <b>\$389</b>             | 850                         | <b>\$111</b>           |
| 12                     | 1150                        | <b>\$389</b>             | 1150                        | <b>\$111</b>           |
| 13                     | 1100                        | <b>\$389</b>             | 1100                        | <b>\$111</b>           |
| 14                     | 1200                        | <b>\$389</b>             | 1200                        | <b>\$111</b>           |
| 15                     | 1300                        | <b>\$389</b>             | 1300                        | <b>\$111</b>           |
| 16                     | 990                         | <b>\$389</b>             | 990                         | <b>\$111</b>           |
| 17                     | 1110                        | <b>\$389</b>             | 1110                        | <b>\$111</b>           |
| 18                     | 1250                        | <b>\$389</b>             | 1250                        | <b>\$111</b>           |
| <b>QUARTERLY TOTAL</b> |                             | <b><u>\$3,501.00</u></b> |                             | <b><u>\$999.00</u></b> |





*Strata and Community Title Services*

22 May 2024

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for COMMUNITY CORP.27498 INC 1A Olive Street, GLENELG, SA, 5045.

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

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

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

Yours faithfully

Mathew Altamura  
Body Corporate Manager

## Minutes of the Annual General Meeting COMMUNITY CORP.27498 INC

|                         |  |                             |                      |
|-------------------------|--|-----------------------------|----------------------|
| <b>Meeting Date</b>     | 22 May 2024  |                             |                      |
| <b>Meeting Location</b> | Microsoft Teams & Teleconference   |                             |                      |
| <b>Time</b>             | 05:00 PM   | Closed: 05:30 PM            |                      |
| <b>Lots Represented</b> | 00018  | Ms L F Collaton             | Electronic vote      |
| <b>By Proxy</b>         | 00012  | Mr A C & Ms C D McCauley    | Proxy Name: Whittles |
|                         | 00013  | C J Brinkworth & K S Tomney | Proxy Name: Whittles |
|                         | 00016  | Ms I J Kindley              | Proxy Name: Whittles |
|                         | 00017  | Ms K A Saunders             | Proxy Name: Whittles |
| <b>Chairperson</b>      | Mathew Altamura  |                             |                      |
| <b>Quorum</b>           | The Body Corporate Manager declared a quorum was present (in person or by proxy). Those owners who were in arrears were not considered towards the quorum count. |                             |                      |

|  |  |  |
|--|--|--|
| <b>Item 1</b>  |  |  |
| <b>Declaration of Interest</b>   |  |  |
| All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all members to the agreement for disclosure of all its relevant interests. |  |  |

|  |  |                     |       |                  |
|--|--|---------------------|-------|------------------|
| Motion 2   |  |                     |       |                  |
| Acceptance of Minutes  |  | Ordinary Resolution |       |                  |
| It was resolved that in accordance with the provisions of s81(5)(b) of the <i>Community Titles Act 1996</i> , the minutes of the Annual General Meeting held on 8 MAY 2023 and sent to owners be accepted as a true and correct record of the proceedings of that meeting. |  |                     |       |                  |
| Motion CARRIED.  |  |                     |       |                  |
| Votes  |  | Yes: 1              | No: 0 | Abs: 4<br>Inv: 0 |

| Motion 3   |        |                     |        |        |
|--|--------|---------------------|--------|--------|
| Acceptance of Statement of Accounts  |        | Ordinary Resolution |        |        |
| It was resolved that in accordance with the provisions of s81(5) (d) of the <i>Community Titles Act</i> 1996 (amended), the audited Statement of Accounts for the financial year ending 31 MAR 2024, which have been circulated to all members, is accepted. |        |                     |        |        |
| Motion CARRIED.  |        |                     |        |        |
| Votes  | Yes: 1 | No: 0               | Abs: 4 | Inv: 0 |

| Motion 4  |  |                     |       |                  |
|---|--|---------------------|-------|------------------|
| Appointment of Manager  |  | Ordinary Resolution |       |                  |
| It was resolved that the Body Corporate under s76(9) of the <i>Community Titles Act 1996</i> :  |  |                     |       |                  |
| i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services,<br>ii. make the appointment for a Term of twelve (12) months, being from the 1 APR 2024 to 31 MAR 2025 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked,<br>iii. authorise limited powers to Whittles Management Services Pty Ltd,<br>iv. agree to pay Service Fees to Whittles Management Services Pty Ltd,<br>v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and<br>vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd. |  |                     |       |                  |
| The Services Agreement is available for viewing at <a href="http://whittles.com.au">whittles.com.au</a> through your owner portal.  |  |                     |       |                  |
| Motion CARRIED.   |  |                     |       |                  |
| Votes   |  | Yes: 5              | No: 0 | Abs: 0<br>Inv: 0 |

### **Election of Office Bearers and Committee**

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

#### Limitations Imposed

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

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

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

### **Election of Presiding Officer**

Lot 17 - Ms K Saunders has been elected unopposed as Presiding Officer.

### **Election of Secretary**

Lot 17 - Ms K Saunders has been elected unopposed as Secretary.

### **Election of Treasurer**

Lot 17 - Ms K Saunders has been elected unopposed as Treasurer.

### **Election of Ordinary Member/s**

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

## Item 6

### Accredited Contractors (Advice)

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

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

## Item 7

### Annual Compliance Register (Advice)

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

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

## Item 8

### Primary Duty of Care / Common Property / Safety Report

In accordance with *SA Work Health & Safety Act 2012* and or *SA Civil Liability Act 1936*, a comprehensive professional report was last performed in July 2017 and is available for viewing at [whittles.com.au](http://whittles.com.au) through your owner portal.

## Item 9

### Current Insurance Details (Advice)

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



| Motion 10  |                     |       |        |        |
|--|---------------------|-------|--------|--------|
| Insurance Valuation  | Ordinary Resolution |       |        |        |
| <p>It was resolved that in accordance with s103 of the <i>Community Titles Act 1996</i>, the Body Corporate engage the services of a Licensed Valuer to provide an update of the current Insurance Valuation at an estimated cost of \$330.00 and that this valuation be adopted by the Body Corporate effective immediately upon receipt.</p> <p>A comprehensive professional valuation for insurance purposes performed in May 2021 recommended insurance cover of \$2,380,000 and is available for viewing at <a href="http://whittles.com.au">whittles.com.au</a> through your owner portal.</p> |                     |       |        |        |
| Motion CARRIED.  |                     |       |        |        |
| Votes  | Yes: 1              | No: 0 | Abs: 4 | Inv: 0 |

| Motion 11   |        |                     |        |        |
|---|--------|---------------------|--------|--------|
| Insurance Renewal   |        | Ordinary Resolution |        |        |
| <p>It was resolved that the Body Corporate Manager is to arrange quotes and/or renewal of the Body Corporate's insurance for a sum insured of \$2,380,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request.</p> <p>Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular lot, the lot owner may be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate.</p> <p>Whittles recommends consideration be given to the following additional cover options if not already included in the policy; office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown.</p> <p><b><u>Contents Insurance</u></b></p> <p>The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for contents of their lots, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that lot owners should be separately insured for cover in relation to their own premises.</p> |        |                     |        |        |
| Motion CARRIED.   |        |                     |        |        |
| Votes   | Yes: 5 | No: 0               | Abs: 0 | Inv: 0 |

| Item 12   |  |  |
|---|--|--|
| General Business  |  |  |
| <u>Grounds Maintenance</u><br>For P & M Kalaburnis to continue the grounds maintenance. |  |  |

| Motion 13  |        |                     |        |        |
|--|--------|---------------------|--------|--------|
| Administrative Fund Budget   |        | Ordinary Resolution |        |        |
| <p>It was resolved that in accordance with s81(5)(d) (iii) of the <i>Community Titles Act 1996</i>, the attached Administrative Fund budget be approved and adopted.</p> <p>Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of \$3,500.00 for the financial year ending 31 MAR 2025.</p> <p>This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year.</p> <p>Contributions will be raised equally in respect of each lot.</p> |        |                     |        |        |
| Motion CARRIED.  |        |                     |        |        |
| Votes  | Yes: 1 | No: 0               | Abs: 4 | Inv: 0 |

| Motion 14   |        |                     |        |        |
|---|--------|---------------------|--------|--------|
| Sinking Fund Budget   |        | Ordinary Resolution |        |        |
| <p>It was resolved that in accordance with s116 of the <i>Community Titles Act 1996</i>, the attached Sinking Fund budget be approved and adopted.</p> <p>Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of \$1,000.00 for the financial year ending 31 MAR 2025.</p> <p>This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year.</p> <p>Contributions will be raised equally in respect of each lot.</p> |        |                     |        |        |
| Motion CARRIED.   |        |                     |        |        |
| Votes   | Yes: 1 | No: 0               | Abs: 4 | Inv: 0 |

| Motion 15   |        |                     |        |        |
|---|--------|---------------------|--------|--------|
| Insufficient Funds Special Levy Authority   |        | Ordinary Resolution |        |        |
| <p>It was resolved that should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Management Committee, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with equally in respect of each lot and must not exceed the sum of \$7,200.00.</p> <p>If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.</p> |        |                     |        |        |
| Motion CARRIED.   |        |                     |        |        |
| Votes   | Yes: 5 | No: 0               | Abs: 0 | Inv: 0 |

| Motion 16   |        |                     |        |        |
|---|--------|---------------------|--------|--------|
| Audit of Annual Financial Statement   |        | Ordinary Resolution |        |        |
| It was resolved that in accordance with Part 13, Division 2 of the <i>Community Titles Act 1996</i> , the Body Corporate is obligated to carry out an independent audit of the Body Corporate's annual statement of accounts. Whittles recommends MGI Assurance (SA) be appointed at an estimated cost of \$130.00. |        |                     |        |        |
| Motion CARRIED.   |        |                     |        |        |
| Votes   | Yes: 5 | No: 0               | Abs: 0 | Inv: 0 |

| Motion 17  |        |                     |        |        |
|--|--------|---------------------|--------|--------|
| Interest Charged on Overdue Contributions/Levies   |        | Ordinary Resolution |        |        |
| <p>It was resolved that in accordance with the provisions of s114 (4) of the <i>Community Titles Act 1996</i>, the Body Corporate will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date.</p> <p>The Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.</p> |        |                     |        |        |
| Motion CARRIED.  |        |                     |        |        |
| Votes  | Yes: 5 | No: 0               | Abs: 0 | Inv: 0 |



| Motion 18   |        |                     |        |        |
|---|--------|---------------------|--------|--------|
| Recovery of Overdue Contributions/Levies  |        | Ordinary Resolution |        |        |
| <p>It was resolved that in accordance with s114 (7) of the <i>Community Titles Act 1996</i>, Whittles is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of COMMUNITY CORP.27498 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred.</p> <p>Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company.</p> <p>Fees charged by third party providers will be recovered from the debtor at cost per invoice.</p> <p>Owners are advised of the following debt recovery process:</p> <ol style="list-style-type: none"><li>1. Owners are issued their contribution notice approximately 3 weeks before the due date.</li><li>2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date.</li><li>3. Once 27 days or more overdue, a final notice is issued to the owner incurring a \$44.00 fee. Payment is to be made in full within 21 days from date of issue.</li><li>4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued.</li><li>5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency.</li></ol> |        |                     |        |        |
| Motion CARRIED.   |        |                     |        |        |
| Votes   | Yes: 5 | No: 0               | Abs: 0 | Inv: 0 |

|   |  |  |
|---|--|--|
| Item 19   |  |  |
| Next Meeting & Closure  |  |  |
| The next AGM is to be held at a time and date to be advised by the Corporation Manager. |  |  |

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

To access your account go to [www.whittles.com.au](http://www.whittles.com.au) select 'Owner Portal' and enter the following details:

- Account code
- Plan number
- Unit number
- PIN (if this is your first time logging in, leave pin blank as you will be prompted to set a pin)

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

## BUDGET

COMMUNITY CORP.27498 INC  
1A OLIVE STREET, GLENELG

Year ending March 2025

### ADMINISTRATIVE FUND

|   | Apr-Jun 24      | Jul-Sept 24     | Oct-Dec 24      | Jan-Mar 25      | Annual Total       |
|---|-----------------|-----------------|-----------------|-----------------|--------------------|
| <b>INCOME</b>                           |                 |                 |                 |                 |                    |
| Contributions                           | 2,500.00        | 3,500.00        | 3,500.00        | 3,500.00        | \$13,000.00        |
| Arrears                                 | 0.50            | 0.00            | 0.00            | 0.00            | \$0.50             |
| Advances                                | -0.00           | -0.00           | -0.00           | -0.00           | -\$0.00            |
| <b>Total</b>                            | <b>2,500.50</b> | <b>3,500.00</b> | <b>3,500.00</b> | <b>3,500.00</b> | <b>\$13,000.50</b> |
| <b>EXPENDITURE</b>                      |                 |                 |                 |                 |                    |
| Audit prep. incl of auditor fee         | 130.00          | 0.00            | 0.00            | 0.00            | \$130.00           |
| Common property                         | 250.00          | 250.00          | 250.00          | 250.00          | \$1,000.00         |
| Grounds - Contract groundsman           | 625.00          | 625.00          | 625.00          | 625.00          | \$2,500.00         |
| Insurance - Renewal                     | 0.00            | 7,200.00        | 0.00            | 0.00            | \$7,200.00         |
| Management - Additional services fee    | 220.00          | 0.00            | 0.00            | 0.00            | \$220.00           |
| Management - Agreed Services            | 639.50          | 639.50          | 639.50          | 639.50          | \$2,558.00         |
| Management - Asset Maintenance Services | 40.50           | 40.50           | 40.50           | 40.50           | \$162.00           |
| Management - Disbursement Fees          | 153.45          | 153.45          | 153.45          | 153.45          | \$613.80           |
| Technology and System Fees              | 39.60           | 39.60           | 39.60           | 39.60           | \$158.40           |
| <b>Total</b>                            | <b>2,098.05</b> | <b>8,948.05</b> | <b>1,748.05</b> | <b>1,748.05</b> | <b>\$14,542.20</b> |

### SINKING FUND

|                               | Apr-Jun 24      | Jul-Sept 24     | Oct-Dec 24      | Jan-Mar 25      | Annual Total      |
|-------------------------------|-----------------|-----------------|-----------------|-----------------|-------------------|
| <b>INCOME</b>                 |                 |                 |                 |                 |                   |
| Contributions                 | 1,000.00        | 1,000.00        | 1,000.00        | 1,000.00        | \$4,000.00        |
| Arrears                       | 42.00           | 0.00            | 0.00            | 0.00            | \$42.00           |
| Advances                      | -0.00           | -0.00           | -0.00           | -0.00           | -\$0.00           |
| <b>Total</b>                  | <b>1,042.00</b> | <b>1,000.00</b> | <b>1,000.00</b> | <b>1,000.00</b> | <b>\$4,042.00</b> |
| <b>EXPENDITURE</b>            |                 |                 |                 |                 |                   |
| Reports - Insurance valuation | 330.00          | 0.00            | 0.00            | 0.00            | \$330.00          |
| <b>Total</b>                  | <b>330.00</b>   | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>\$330.00</b>   |

## CASH FLOW SUMMARY

|                                   | Apr-Jun 24 | Jul-Sept 24 | Oct-Dec 24 | Jan-Mar 25 | Annual Total       |
|-----------------------------------|------------|-------------|------------|------------|--------------------|
| <b><u>ADMINISTRATIVE FUND</u></b> |            |             |            |            |                    |
| Opening Balance                   | -27.44     | 375.01      | -5,073.04  | -3,321.09  | <b>\$-27.44</b>    |
| Add: Contributions                | 2,500.00   | 3,500.00    | 3,500.00   | 3,500.00   | <b>\$13,000.00</b> |
| Add: Arrears                      | 0.50       | 0.00        | 0.00       | 0.00       | <b>\$0.50</b>      |
| Minus: Advances                   | 0.00       | 0.00        | 0.00       | 0.00       | <b>\$0.00</b>      |
| Minus: Expenditures               | 2,098.05   | 8,948.05    | 1,748.05   | 1,748.05   | <b>\$14,542.20</b> |
| CLOSING BALANCE                   | 375.01     | -5,073.04   | -3,321.09  | -1,569.14  | <b>\$-1,569.14</b> |
| <b><u>SINKING FUND</u></b>        |            |             |            |            |                    |
| Opening Balance                   | 42,810.27  | 43,522.27   | 44,522.27  | 45,522.27  | <b>\$42,810.27</b> |
| Add: Contributions                | 1,000.00   | 1,000.00    | 1,000.00   | 1,000.00   | <b>\$4,000.00</b>  |
| Add: Arrears                      | 42.00      | 0.00        | 0.00       | 0.00       | <b>\$42.00</b>     |
| Minus: Advances                   | 0.00       | 0.00        | 0.00       | 0.00       | <b>\$0.00</b>      |
| Minus: Expenditures               | 330.00     | 0.00        | 0.00       | 0.00       | <b>\$330.00</b>    |
| CLOSING BALANCE                   | 43,522.27  | 44,522.27   | 45,522.27  | 46,522.27  | <b>\$46,522.27</b> |

## CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement      10000  
Number of Lots                9

| Lot Number             | — Effective from 15/08/24 — |                          | — Effective from 15/08/24 — |                        |
|------------------------|-----------------------------|--------------------------|-----------------------------|------------------------|
|                        | LEV                         | ADMIN Fund               | LEV                         | SINKING Fund           |
| 10                     | 1050                        | <b>\$389</b>             | 1050                        | <b>\$111</b>           |
| 11                     | 850                         | <b>\$389</b>             | 850                         | <b>\$111</b>           |
| 12                     | 1150                        | <b>\$389</b>             | 1150                        | <b>\$111</b>           |
| 13                     | 1100                        | <b>\$389</b>             | 1100                        | <b>\$111</b>           |
| 14                     | 1200                        | <b>\$389</b>             | 1200                        | <b>\$111</b>           |
| 15                     | 1300                        | <b>\$389</b>             | 1300                        | <b>\$111</b>           |
| 16                     | 990                         | <b>\$389</b>             | 990                         | <b>\$111</b>           |
| 17                     | 1110                        | <b>\$389</b>             | 1110                        | <b>\$111</b>           |
| 18                     | 1250                        | <b>\$389</b>             | 1250                        | <b>\$111</b>           |
| <b>QUARTERLY TOTAL</b> |                             | <b><u>\$3,501.00</u></b> |                             | <b><u>\$999.00</u></b> |

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

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

| Date of Meeting | Details of Resolution   |
|-----------------|---|
| 23/05/07        | <u>Maintenance Supervisor</u> - Confirmed.  |
| 04/06/08        | <u>Maintenance Supervision</u><br>Shareholders confirmed that they would continue to use the services of Whittles Maintenance Works Manager to oversee maintenance work performed by contractors who have been engaged by the Company and who have been accepted by Whittles. Specified work totalling over \$3000 will be inspected and assessed by a maintenance supervisor prior to invoice payment.<br><br>All Whittles approved contractors are required to comply with the terms and conditions set down in an agreement between Whittles and the contractor. The contractor, having entered into this agreement, agrees to pay to Whittles a management service fee of up to 7% of the invoiced amount. Maintenance carried out by contractors who are not party to an agreement with Whittles, will not be supervised unless the Company negotiates a fee for this service with Whittles. |
| 14/11/08        | <u>Gas Connection to 10 Olive Street</u><br>Approval was granted 10 Olive Street to connect gas. The meter is to be placed on the boundary.   |
| 27/05/09        | <u>Maintenance Supervisor</u> - Confirmed.  |
| 27/05/10        | <u>Lot 7 (Unit 16) - Extend Carport into Rear Subsidiary &amp; Erect a Pergola</u><br>The owner of Lot 7 sought approval from the Company to extend his carport in his rear subsidiary and erect a pergola.<br><br>It was agreed unanimously that the owner of Lot 7 be granted approval by the Company to extend his carport in his rear subsidiary and erect a pergola.   |
| 03/05/11        | <u>Conversion to Community Title</u><br>It was agreed unanimously that Michelle Bishop (Conveyancer) be granted approval to proceed with works to complete the change from Company Title to Community Title.  |
| 30/05/12        | No Resolutions Recorded.  |
| 20/05/13 (IGM)  | No Resolutions Recorded   |

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

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

| <u>Date of Meeting</u> | <u>Details of Resolutions</u>   |
|------------------------|---|
| 26/05/14               | <u>Lot 15 Extension (Special Resolution)</u><br>It was resolved that the Corporation grant approval to the owners of Lot 15 to carry out extensions per previously circulated documentation.<br><b>Motion Carried - YES 7/ NO 0 / ABSTAIN 0</b> |
| 01/06/15               | No Resolutions Recorded   |
| 24/05/16               | No Resolutions Recorded   |
| 27/06/17               | No Resolutions Recorded   |
| 23/05/18               | No Resolutions Recorded   |
| 23/05/19               | No Resolutions Recorded   |
| 04/06/20               | No Resolutions Recorded   |
| 18/05/21               | No Resolutions Recorded   |
| 30/05/22               | No Resolutions Recorded   |
| 08/05/23               | No Resolutions Recorded   |
| 22/05/24               | No Resolutions Recorded   |
| 31/10/24               | <b><u>Approval Granted for Lot 13 to have a Dog</u></b>   |
| 04/06/25 REC<br>AGM    | <b>Transfer of Funds (Special Resolution)</b><br>It was resolved that the Body Corporate approve a transfer of funds from the Sinking Fund to the Administration Fund of \$10,000.00 to assist with cash flow shortages.                        |



Orig. LF 11869671



11:45 20-Dec-2012  
3 of 4 Fees: \$0.00

|            |
|------------|
| Prefix     |
| LF         |
| Series No. |
| 3          |

SECTION 220(d(v)) NOTICE  
FOR THIS INSTRUMENT  
SENT ON 28 FEB 2013

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER  
THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

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

17:12 21/12/2012 02-014008  
REGISTRATION FEE \$129.00  
TRANSACTION FEE \$15.00

**BELOW THIS LINE FOR AGENT USE ONLY**

AGENT CODE

Lodged by: Michele Bishop MPB7

Correction to: Michele Bishop MPB7


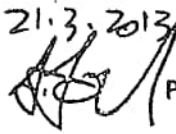

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH  
INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

- 1.....
- 2.....
- 3.....
- 4.....

|             |  |
|-------------|--|
| PICK-UP NO. |  |
| CP          |  |

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

| ITEM(S) | AGENT CODE |
|---------|------------|
|         |            |
|         |            |
|         |            |
|         |            |
|         |            |


|   |   |
|---|---|
| CORRECTION  | PASSED<br> |
| REGISTERED 21.3.2013<br> PRO <br>REGISTRAR-GENERAL |   |

## **BY – LAWS**

**10 – 18 OLIVE STREET GLENELG SA 5045**

**COMMUNITY CORPORATION  
NO. 27498 INC.**

These By – Laws are certified correctly prepared in accordance with the requirements of the Community Titles Act 1996 by the person who prepared the document.

  
.....  
Michele Philippa Bishop Registered Conveyancer  
18 Tora Court Park Holme SA 5043



**COMMUNITY SCHEME BY - LAWS  
PLAN NO. 27498 INC.**

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| <b>PART 8</b>  | <b>BUILDING WORK</b>                  | <b>PAGE 7</b>     |
| <b>PART 9</b>  | <b>PETS</b>                           | <b>PAGE 7</b>     |
| <b>PART 10</b> | <b>GENERAL PROVISIONS</b>             | <b>PAGE 7 - 8</b> |
| <b>PART 11</b> | <b>AMENDMENT OF BY - LAWS</b>         | <b>PAGE 8</b>     |

### WARNING

The terms of these By-laws are binding on the Community Corporation, the owners and occupiers of the Community lots and the development of lots comprising the scheme and persons entering the community parcel.

These By-laws may only be amended or revoked by special resolution of the Community Corporation in accordance with Sections 39 and 87 ( 2 ) of the Community Titles Act and its Regulations.

These By-laws are not a summary of the Community Titles Act of 1996. Lot owners and Purchasers should read a copy of the Act, copies of which may be obtained from the State Government Information Service.

### PART 1 - PRELIMINARY Definitions & Interpretation

#### 1.1 Definitions

In these By-laws unless otherwise appears –

“ **Act** ” means the Community Titles Act 1996 ;

“ **animal** ” includes a bird, fish or reptile ;

“ **community lot** ” means a community lot created by the Community Plan of Division and includes any building or other improvement on the lot ;

“ **common property** ” means the common property created by the Community Plan of Division and includes driveway ( if any ) and the service infrastructure ( except any part of the service infrastructure that provides a service to only one lot or that which is vested in the Crown or authority or person ) and any other common property that comprises the common property pursuant to the Act ;

“ **corporation** ” means this Community Corporation No 27498 Incorporated ;

“ **council** ” means the City of Holdfast Bay ;

“ **occupier** ” of a lot means the occupier, if the lot is unoccupied, the owner of the lot ;

“ **Plan** ” means the community plan of division lodged with these By-laws ;

“ **Regulations** ” means the Community Titles Regulations 1996 ;

“ **residential purposes** ” does not include the use of a lot for the purpose to provide any form of temporary residential accommodation for valuable consideration or commercial activity ;

**"service infrastructure"** means the cables, wires, pipes, sewers, drains, ducts, conduits, plant and equipment, machinery, constructed or installed at any time by which the lots or common property are provided with any system or service specified in the Act or designed to improve the amenity or enhance the enjoyment of the lots or the common property ; and

**"structure"** includes any structure, improvement , fixture, fitting, plant and equipment, machinery, wall, fence, and other chattels or property constructed, installed or situated on or in the lot or the common property and any alterations, additions, and modifications made ;

## 1.2 Interpretation

In these By-laws unless otherwise appears –

- ( a ) all other words shall have the meaning ( if any ) ascribed by the Act and the Regulations ;
- ( b ) where the consent of the corporation is required, such consent must be in writing ;
- ( c ) where these By-laws create or impose any obligation or requirement on any person, the obligation or requirement on that person extends to not allowing any other person to breach that obligation or requirement ;
- ( d ) a reference to any Act, Regulation, document or plan must be as a reference to that Act, Regulation, document or plan as amended ;

## PART 2 - PERMITTED USE

2.1 The Lot shall be used for residential purposes only.

2.2 A person must not –

- ( a ) engage in any dangerous or offensive activity
- ( b ) use or store any explosive or dangerous substance
- ( c ) display a sign or any advertisement except a sign or advertisement of a reasonable size and nature associated with the Lot.

- 2.3 The owner / occupier of a Lot must not engage in conduct that unreasonably disturbs the owner / occupier of another Lot or others who are lawfully on a Lot or the common property.
- 2.4 The owner / occupier of a Lot must ensure as far as practicable that persons who are brought onto or allow onto the Lot or the common property by the owner / occupier does not engage in conduct that unreasonably disturbs the occupier / owner of another community Lot or others who are lawfully on the Lot or common property.

### **PART 3 - COMMON PROPERTY**

- 3.1 The Community Corporation is responsible for the management, maintenance and control of the common property
- 3.2 An owner / occupier must not interfere with any building, structure, tree or garden being part of or on the common property, or use for his or her own purposes any portion of the common property as a gardens except with the written consent in writing of the Community Corporation.
- 3.3 An owner / occupier must not, without the consent of the Community Corporation, deposit any object or material on the common property.
- 3.4 An owner / occupier of a community Lot must not obstruct the lawful use of the common property.
- 3.5 A person must not obstruct vehicular or pedestrian traffic on the common property.
- 3.6 The Community Corporation shall not be liable or responsible for any damage to or theft of any item placed or left on common property for any reason.
- 3.7 Motor vehicles on the common property shall comply with the provisions of the Road Traffic Act and shall not travel at a speed exceeding 10km per hour.
- 3.8 Lot owners / occupiers must ensure that the common property is kept clean and tidy at all times and to the reasonable satisfaction of the Community Corporation.

#### **PART 4 - MAINTENANCE AND REPAIR OF COMMUNITY LOTS**

- 4.1 The owner / occupier of a Lot must carry out all required maintenance on the exterior of the buildings on the Lot in a proper and workmanlike manner, so as not to diminish or impede other Lot owners / occupiers enjoyment of their respective Lots and to the satisfaction of the Community Corporation.
- 4.2 The owner / occupier of a Lot must –
- ( a ) keep the Lot in a clean and tidy condition.
  - ( b ) property maintain lawns and gardens.
  - ( c ) store garbage in an appropriate container and prevents the escape of unpleasant odours.
  - ( d ) comply with any requirements of the local council for the disposal of garbage.

#### **PART 5 - SERVICE INFRASTRUCTURE**

5. The Community Corporation shall be responsible for the maintenance and repair and replacement of any shared service infrastructure.

#### **PART 6 - FENCING OF LOTS**

- 6.1 The Fences Act 1975 ( as amended ) applies to fencing between and adjoining Lots.
- 6.2 Notwithstanding 6.1 where fencing is required to be replaced such fencing shall be replaced by fencing of the same type, design, height and colour.

#### **PART 7 - INSURANCE**

- 7.1 The community corporation will at all times effect insurances on the Common Property and all of the Building in the Community Corporation for -
- ( a ) Public Liability cover of not less than the minimum cover required by the Act.
  - ( b ) General Damages cover of not less than the minimum cover required by the Act
  - ( c ) Full replacement cost as regards all of the buildings within the Community Corporation

- 7.2 The community corporation must review on a annual basis -  
( a ) all insurance in the name of the community corporation  
( b ) the need for any additional insurance.

## **PART 8 - BUILDING WORK**

8. The owner / occupier of a Lot must not without the prior consent in writing of the Community Corporation erect any structure, building of structural Improvement on a Lot.

## **PART 9 - PETS**

- 9.1 The owner / occupier of a Lot must not except with the written approval of the Community Corporation keep an animal on the Lot with the exception of a dog deemed to be a " disability dog " trained to assist the owner or occupier in respect of their disability.
- 9.2 The owner / occupier of a lot must
- ( a ) ensure the animal is confined to the Lot.
  - ( b ) be responsible for cleaning up after the animal from any part of the Lot or other Lots or the common property.
  - ( c ) the owner / occupier of a Lot who chooses to keep an animal shall be liable to the owner / occupier or the other Lot or to any other person ( s ) lawfully on the common property for any noise, disturbance, damage, loss or injury caused by the animal.

## **PART 10 - GENERAL PROVISIONS**

- 10.1 Any By-laws or amendments to theses By-laws that are inconsistent with the Act or Regulations are invalid to the extent of the inconsistency.
- 10.2 Owners and occupiers of lots must comply with these by-laws at all times.
- 10.3 Owners and occupiers of lots must take at all times reasonable steps to ensure that their visitors do not contravene or fail to comply with the provisions of these by-laws.

- 10.4 A person who contravenes or fails to comply with a provision of these by-laws is guilty of an offence.

Maximum penalty : \$500.00.

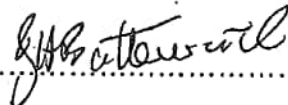
## **PART 11 AMENDMENT OF BY – LAWS**

11. These By-laws other than by-laws which are mandatory by-laws under that Act may be amended, varied or replaced by the corporation in accordance with the Act.

\*\*\*\*\*

I, John Henry Butterworth of 14 Olive Street Glenelg SA 5045 being Director and Presiding Officer of Olive Court Homes Ltd. acting in his capacity as promoter and on behalf of the share holders of Olive Court Homes Ltd. of the Community Title Scheme hereby approve the by-laws to the Community Corporation ~~2004~~ Inc. and situated at 18 Olive Street Glenelg SA 5045  
27498

SIGNED by John Henry Butterworth

  
.....

# HD. OF NOARLUNGA

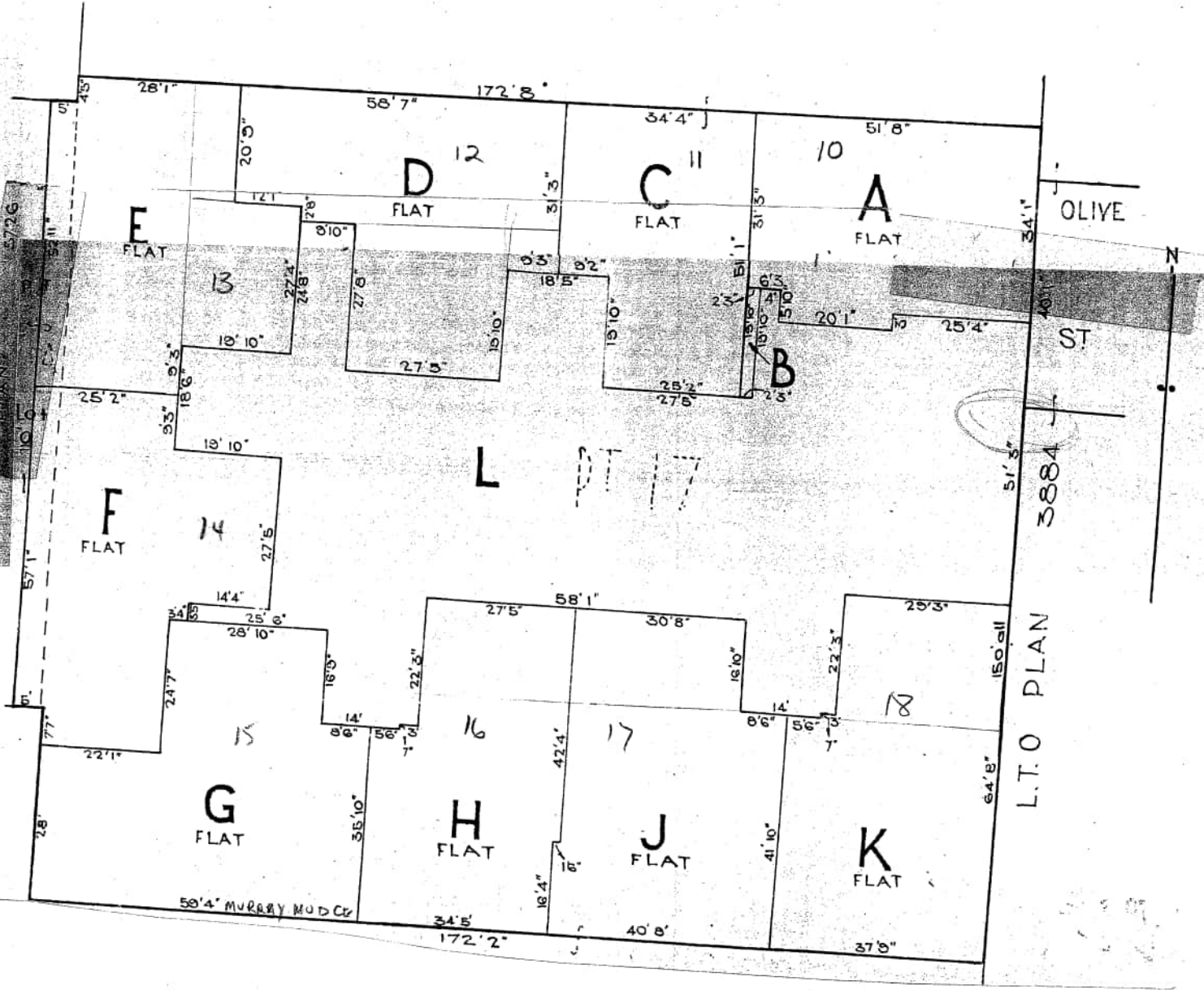
NO. 301 of 1959

Block 17 of Section 204. C.T. Vol. 2583 Folio 193  
L.T.O. plan 5726 of 1959

Reg. Prop. Swanray Limited  
portion in C.T. Vol. 2668 Folio 156  
Reg. Prop. H.F. Saint Investments

Scale: 20' to 1'

## GLENELG







## Certificate of Insurance

ABN 29 008 096 277

Mathew Altamura  
Community Corporation 27498 Inc  
Whittles Strata Management  
P.O. Box 309  
KENT TOWN SA 5071

**Date:** 31.07.2025  
**Invoice No:** I4828528

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

**Class** Residential Strata/Community Corporation

**Insurer** CHU Underwriting Agencies Pty Ltd  
Level 13, 431 King William Street  
Adelaide SA 5000

**Period** 31.08.2025 to 31.08.2026

**Policy No.** HU00000016961

### Important Notice

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

### Disclaimer

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

# MGA Insurance Brokers Pty Ltd

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

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

## COVERAGE SUMMARY

Community Corporation 27498 Inc  
Residential Strata/Community Corporation

### RESIDENTIAL STRATA/COMMUNITY CORPORATION

**INSURED:**

Community Corporation No. 27498 Inc.

**SITUATION:**

10-18 Olive Court, Glenelg SA 5045

**INTEREST INSURED:**

|                                      |    |           |
|--------------------------------------|----|-----------|
| Building Sum Insured                 | \$ | 3,740,000 |
| Common Contents Sum Insured          | \$ | 37,400    |
| Loss of Rent/Temporary Accommodation | \$ | 561,000   |

|                             |                    |
|-----------------------------|--------------------|
| Catastrophe/Emergency Cover | <b>Not Insured</b> |
|-----------------------------|--------------------|

|             |                |
|-------------|----------------|
| Flood       | <b>Insured</b> |
| Storm Surge | Not Insured    |

|       |         |
|-------|---------|
| Glass | Insured |
|-------|---------|

|       |         |
|-------|---------|
| Theft | Insured |
|-------|---------|

|                  |    |            |
|------------------|----|------------|
| Public Liability | \$ | 30,000,000 |
|------------------|----|------------|

|                   |         |
|-------------------|---------|
| Voluntary Workers | Insured |
|-------------------|---------|

|                |    |       |
|----------------|----|-------|
| Weekly Benefit | \$ | 2,000 |
|----------------|----|-------|

|                 |    |         |
|-----------------|----|---------|
| Capital Benefit | \$ | 200,000 |
|-----------------|----|---------|

|          |    |         |
|----------|----|---------|
| Fidelity | \$ | 250,000 |
|----------|----|---------|

|                          |    |           |
|--------------------------|----|-----------|
| Office Bearers Liability | \$ | 1,000,000 |
|--------------------------|----|-----------|

|                     |             |
|---------------------|-------------|
| Machinery Breakdown | Not Insured |
|---------------------|-------------|

|                        |    |        |
|------------------------|----|--------|
| Government Audit Costs | \$ | 25,000 |
|------------------------|----|--------|

|  |    |         |
|--|----|---------|
| Appeal expenses - common property health and safety breaches | \$ | 100,000 |
|--|----|---------|

|                        |    |        |
|------------------------|----|--------|
| Legal Defence Expenses | \$ | 50,000 |
|------------------------|----|--------|

|                                 |    |         |
|---------------------------------|----|---------|
| Lot owners fixtures and fixings | \$ | 250,000 |
|---------------------------------|----|---------|

|                 |         |
|-----------------|---------|
| Floating floors | Insured |
|-----------------|---------|

|                      |             |
|----------------------|-------------|
| Loss of Market Value | Not Insured |
|----------------------|-------------|

**EXCESS:**

|                 |    |       |
|-----------------|----|-------|
| Standard Excess | \$ | 1,000 |
|-----------------|----|-------|

|              |    |       |
|--------------|----|-------|
| Flood Excess | \$ | 1,000 |
|--------------|----|-------|

|                    |                |
|--------------------|----------------|
| Storm Surge Excess | Not Applicable |
|--------------------|----------------|

# MGA Insurance Brokers Pty Ltd

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

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

## COVERAGE SUMMARY

Community Corporation 27498 Inc  
Residential Strata/Community Corporation

|  |    |                |
|--|----|----------------|
| Public Liability Excess                                |    | Nil            |
| Voluntary Workers Excess                               |    | Nil            |
| Fidelity Excess  |    | Nil            |
| Office Bearers Liability Excess                        |    | Nil            |
| Machinery Breakdown Excess                             |    | Not Applicable |
| Government Audit Excess                                | \$ | 1,000          |
| Appeal Expenses Excess                                 | \$ | 1,000          |
| Legal Defence Expenses Excess                          | \$ | 1,000          |
| Other excesses payable are shown in the Policy Wording |    |                |

### ADDITIONAL POLICY BENEFITS AND CONDITIONS:

Not Applicable

MAJOR EXCLUSIONS :Terrorism  
Others As Per Policy

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

### UNDERWRITING INFORMATION:

|                             |          |
|-----------------------------|----------|
| Year Built                  | 1968     |
| Primary Wall Construction   | Brick    |
| Secondary Wall Construction | Brick    |
| Roof Construction           | Tile     |
| Floor Construction          | Concrete |

|                            |    |
|----------------------------|----|
| Aluminium Composite Panels | No |
| Heritage Listed            | No |

|  |    |
|--|----|
| Fire Protection                                    |    |
| Sprinkler systems in the complex basement/carpark? | No |
| Sprinkler systems in the complex units?            | No |
| Fire hose reels located throughout the complex?    | No |

|                              |     |
|------------------------------|-----|
| Number of Units              | 9   |
| Number of Levels             | 1   |
| Number of Basements          | 0   |
| Number of Lifts              | 0   |
| Number of Pools/Spas         | 0   |
| Number of Gyms               | 0   |
| Number of Playgrounds        | 0   |
| Number of Water Features     | 0   |
| Number of Jetties/Wharfs     | 0   |
| Number of Separate Buildings | 4   |
| % of EPS                     | 0 % |
| % Commercial Tenants         | 0 % |

### Additional Construction Comments:

Walls: Clay brick Roof: Terracotta tile/Corrugated asbestos/steel  
decking Floors:Brick strip, stump & structural beam

# Residential Strata

## Insurance Plan



Product Disclosure Statement  
and Policy Wording







## Contents

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Date of preparation: 12 July 2023

Date effective: 1 October 2023

QM562-1023

Throughout the Policy Wording there are limits of time and value that may apply to coverages. There are also different Excess payments that can apply. The following tables show a summary of these limits and Excesses.

This summary does not include all details of the limits that apply and You must refer to each limit or Excess individually for the full details.

#### Sub-limit (\$) table

| POLICY SECTION                         | SUB-LIMIT  | WHAT WE'LL PAY  |
|--|--|---|
| <b>Policy 1<br/>– Insured Property</b> | <b>Emergency and temporary protection costs</b><br>Reasonable cost of temporary protection and safety or emergency repairs to avoid further losses   | No more than \$7,500  |
| <b>Policy 1<br/>– Insured Property</b> | <b>Special Benefit 1e. Cost of reletting</b><br>When You have leased out Your Lot/Unit or Common Area We will pay reasonable reletting costs if it is made unfit to be occupied for its intended purpose   | Up to \$1,500 per Lot/Unit or Common Area   |
| <b>Policy 1<br/>– Insured Property</b> | <b>Special Benefit 1f. Meeting room hire</b><br>For the purpose of holding Your annual general meeting or committee meetings if You are unable to occupy the meeting room facilities forming part of Your Insured Property   | Up to \$5,000 for the cost of hiring temporary meeting room facilities  |
| <b>Policy 1<br/>– Insured Property</b> | <b>Special Benefit 1g. Lot Owners contributions and fees</b><br>You are required to pay during the period Your Lot/Unit is made unfit to be occupied for its intended purpose due to Damage to Your Insured Property   | Up to \$2,000 per Lot/Unit, for contributions, levies, maintenance and other fees   |
| <b>Policy 1<br/>– Insured Property</b> | <b>Special Benefit 1i. Lot Owners travel costs</b><br>For reasonable travel costs You incur in visiting Your Lot/Unit for the purpose of consulting with claim adjusters and/or building repairers   | Up to \$250 per Lot/Unit for reasonable travel costs  |
| <b>Policy 1<br/>– Insured Property</b> | <b>Special Benefit 2. Emergency accommodation</b><br>The reasonable cost of emergency accommodation You necessarily incur if Your Lot/Unit is made unfit to be occupied for its intended purpose   | Up to \$2,500 per Lot/Unit for the reasonable cost of emergency accommodation   |
| <b>Policy 1<br/>– Insured Property</b> | <b>Special Benefit 3. Alterations/additions</b><br>When You make alterations, additions or renovations to Your Insured Property during the Period of Insurance   | Up to \$250,000 for Damage to such alterations, additions or renovations  |
| <b>Policy 1<br/>– Insured Property</b> | <b>Special Benefit 5. Electricity, gas, water and similar charges – excess costs</b><br>For the cost of increased usage, accidental discharge or additional management charges of electricity, gas, sewerage, oil and water You are required to pay following Damage to Insured Property   | Up to \$2,000   |
| <b>Policy 1<br/>– Insured Property</b> | <b>Special Benefit 6. Electricity, gas, water and similar charges – unauthorised use</b><br>In any one Period of Insurance for the cost of metered electricity, gas, sewerage, oil and water You are legally required to pay following its unauthorised use  | Up to \$2,000 for the cost of increased usage, accidental discharge or additional management charges of metered electricity, gas, sewerage, oil and water |
| <b>Policy 1<br/>– Insured Property</b> | <b>Special Benefit 7. Fusion of motors</b><br>The cost of repairing or replacing an electric motor forming part of Your Insured Property Damaged by Fusion   | Up to \$5,000 for the cost of repairing or replacing an electric motor  |
| <b>Policy 1<br/>– Insured Property</b> | <b>Special Benefit 8. Environmental improvements</b><br>For the cost of additional environmental improvements not previously installed such as rainwater tanks, solar  | Up to \$20,000 for the cost of additional environmental improvements  |
| <b>Policy 1<br/>– Insured Property</b> | <b>Special Benefit 9. Exploratory costs, Replacement of defective parts</b> <ul style="list-style-type: none"> <li>repairing or replacing the defective part or parts of such tanks, apparatus or pipes</li> <li>rectifying contamination Damage or pollution Damage to land at Your Situation caused by the escape of liquid</li> </ul> | <ul style="list-style-type: none"> <li>to a limit of \$1,000</li> <li>to a limit of \$1,000</li> </ul>  |
| <b>Policy 1<br/>– Insured Property</b> | <b>Special Benefit 11. Funeral expenses</b><br>For funeral expenses if the Lot Owner, or a family member who permanently resides with the Lot Owner, dies as the direct consequence of Damage to Your Insured Property   | Up to \$5,000 per Lot/Unit  |
| <b>Policy 1<br/>– Insured Property</b> | <b>Special Benefit 12. Keys, lock Replacement</b><br>Reasonable costs in re-keying, re-coding locks or replacing locks if keys to Your Insured Property are stolen as a consequence of forcible entry  | Up to \$5,000   |



# Residential Strata Insurance Plan



| POLICY SECTION   | SUB-LIMIT  | WHAT WE'LL PAY   |
|--|--|--|
| <b>Policy 1<br/>– Insured Property</b>   | <b>Special Benefit 13. Landscaping</b><br>Reasonable costs You or a Lot Owner incurs in replacing or repairing Damaged trees, shrubs, plants, lawns or rockwork at Your Situation lost or Damaged by a claimable Event   | The lesser of 1% of Building Sum Insured under Policy 1 or \$100,000. For fallen trees or branches that have caused Damage to Insured Property, We will pay up to \$5,000 for their removal and disposal |
| <b>Policy 1<br/>– Insured Property</b>   | <b>Special Benefit 14. Modifications</b><br>We will pay for modifications to a Lot/Unit if the Lot Owner permanently resides there and becomes a paraplegic or quadriplegic as a direct consequence of Damage to Your Insured Property admitted as a claim   | Up to \$25,000 a Lot/Unit  |
| <b>Policy 1<br/>– Insured Property</b>   | <b>Special Benefit 15. Money</b><br>Loss of Your money while in the personal custody of an Office Bearer, committee member or of Your Body Corporate Manager/Agent while acting on Your behalf (excluding fraudulent misappropriation, larceny or theft of employees, Lot Owners including family or a proxy of a Lot Owner) | Up to \$25,000   |
| <b>Policy 1<br/>– Insured Property</b>   | <b>Special Benefit 16. Mortgage discharge</b><br>To discharge any mortgage over Your Insured Property if it becomes a total loss and is not replaced   | Up to \$5,000  |
| <b>Policy 1<br/>– Insured Property</b>   | <b>Special Benefit 17. Personal property of others</b><br>Pay up to the Indemnity Value of other's personal property which is Damaged by an Event admitted as a claim while in Your physical or legal control  | Up to \$10,000   |
| <b>Policy 1<br/>– Insured Property</b>   | <b>Special Benefit 18. Pets, security dogs</b><br>Costs incurred by a Lot Owner occupying a residential Lot/Unit reasonable costs for boarding pets or security dogs if Lot/Unit is rendered unfit for its intended purpose by Damage to Insured Property admitted as a claim  | Up to \$1,000 a Lot/Unit   |
| <b>Policy 1<br/>– Insured Property</b>   | <b>Special Benefit 20. Damaged office records</b><br>Reasonable expenditure You incur in collating, preparing, rewriting or reproducing records, books of account, Electronic Data and valuable papers directly related to Your Insured Property which are Damaged by a claimable Event                                      | Up to \$50,000   |
| <b>Policy 1<br/>– Insured Property</b>   | <b>Special Benefit 21. Removal, storage costs</b><br>Reasonable costs You incur in removing and storing undamaged portion of Your Insured Property and then returning to the Situation following Damage to Your Insured Property that is admitted as a claim   | Up to \$25,000   |
| <b>Policy 1<br/>– Insured Property</b>   | <b>Special Benefit 22. Removal of squatters</b><br>Legal fees You incur to repossess Your Insured Property or a Lot/Unit if squatters are living in it   | Up to \$1,000 any one Period of Insurance  |
| <b>Policy 1<br/>– Insured Property</b>   | <b>Special Benefit 23. Title deeds</b><br>Reasonable costs to replace Title Deeds to a Lot/Unit or Your Insured Property if Damaged by a claimable Event   | Up to \$5,000  |
| <b>Policy 1<br/>– Insured Property</b>   | <b>Special Benefit 24. Water removal from basement</b><br>Reasonable costs You incur in removing water from basement or undercroft areas of Your Insured Property if such inundation is directly caused by Storm or Rainwater  | Up to \$2,000  |
| <b>Policy 7<br/>– Catastrophe Insurance</b>  | <b>Special Benefits</b><br>Total amount payable under Policy 7 for Special Benefits 1 to 4   | a. Temporary Accommodation/Rent: 15%<br>b. Escalation in costs: 5%<br>c. Removal, storage and Cost of Evacuation: 5%   |
| <b>Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses</b> | <b>Additional Benefit 1. Record Keeping Audit</b><br>Professional Fees You reasonably incur with Our written consent, which will not be unreasonably withheld in connection with a Record Keeping Audit  | Up to \$1,000 in any one Period of Insurance for Professional Fees   |





### Sub-limit (time) table

| POLICY SECTION                        | SUB-LIMIT  | TIME LIMIT   |
|---------------------------------------|--|--|
| <b>Policy 1 – Insured Property</b>    | <b>Special Benefit 1b. Rent</b><br>The cost necessarily incurred to abate the Rent of Your Tenant  | Not exceeding a maximum of three months  |
| <b>Policy 1 – Insured Property</b>    | <b>Special Benefit 1c. Disease, murder and suicide</b><br>If You are not permitted to occupy Your Lot/Unit or Common Area by order of the Police, a public or statutory authority, other body, entity or person so empowered by law, due to: <ul style="list-style-type: none"> <li>the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plant cooling towers and the like;</li> <li>a human infectious or contagious disease, except for communicable disease;</li> <li>murder or suicide;</li> </ul> occurring at Your Situation | Not exceeding a maximum of 30 days   |
| <b>Policy 1 – Insured Property</b>    | <b>Special Benefit 1d. Failure of supply services</b><br>If Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from Damage by an Event claimable under Policy 1   | Provided the failure of services extends for more than 48 hours We will pay from the time of the failure until the time such services are reinstated, not exceeding a maximum of 30 days   |
| <b>Policy 6 – Machinery Breakdown</b> | <b>Special Benefit</b><br>Where Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose   | Breakdown of plant and equipment must extend for more than seven days<br><br>Liability for Loss of Rent or Temporary Accommodation will be limited to a period not exceeding a maximum of 30 days and up to a maximum of 20% of the amount shown in the Schedule |

### Excess table

| POLICY SECTION   | DESCRIPTION OF EXCESS  | EXCESS AMOUNT TO PAY   |
|--|--|--|
| <b>Policy 1 - Insured Property</b>   | <b>Earthquake Excess</b>   | \$500, or the Excess amount shown in the Policy Schedule, whichever is greater |
| <b>Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses</b> | <b>Additional Excess</b><br>This Excess applies to each and every Claim made under Policy 8 Part C | \$1,000 unless otherwise shown in the Policy Schedule                          |



## Product Disclosure Statement (PDS)

This PDS was prepared on the 12th July 2023.

### Important Information and Notices

There are two parts to this booklet. The first part is Important Information about this Policy including information about how We will protect Your privacy and how to make a complaint or access Our dispute resolution service.

The second part is Your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because We don't know Your own personal circumstances, You should treat any advice in this booklet as purely general in nature.

It doesn't consider Your objectives, financial situation or needs. You should carefully consider the information provided with regard to Your personal circumstances to decide if it's right for You.

This booklet is also a Product Disclosure Statement (PDS). Other documents You receive may comprise the PDS. You will know when this happens because it will say so in the document.

Information in this PDS might change. If the change is adverse and might affect a reasonable person's decision to buy the Policy, then either a supplementary PDS (SPDS) or a new PDS will be provided at renewal. You can get a copy of all updates (whether adverse or not adverse) at no charge by Us, simply by calling Us.

### About QBE

The Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 (QBE). QBE Insurance (Australia) Limited is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886.

We have authorised the information contained in this PDS.

### QBE in the community

Premiums4Good™

We are committed to giving back to the communities that We operate in. Through Premiums4Good™, We invest a portion of customer premiums into investments that have additional social or environmental features. So, when You choose Us as Your Insurer, Your Premium automatically does some good.

### About CHU

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

### Authority to deal with Your information

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

### Authority to act on Our behalf

We have given CHU a binding authority to market, underwrite, settle claims and administer this Policy on Our behalf.

Any matters or enquiries You may have should be directed to CHU. The contact details for CHU are shown on the back cover of this document.

Under the terms of this binding authority CHU acts as Our agent, and not Yours, but liability within the terms and conditions of the Policy remains at all times with QBE.

### For more information or to make a claim

Please contact CHU to make a claim. They also have an after hours Emergency Claims Hotline that You can contact on 1800 022 444. The Claims Conditions section sets out the full details of what You need to do in the event of a claim.

### Claims made and Notified Insurance

Policy 5 – Office Bearers' Legal Liability and Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses of this Policy provides cover on a claims made and notified basis. This means that this Policy only covers claims first made against You during the period this Policy is in force and notified to the Insurer as soon as practicable in writing while the Policy is in force. This Policy may not provide cover for any claims made against You if at any time prior to the commencement of this Policy You became aware of facts which might give rise to those claims being made against You.

Section 40(3) of the Insurance Contracts Act 1984 (Cth) provides that where You gave notice in writing to the Insurer of facts that might give rise to a claim against You as soon as was reasonably practicable after You became aware of those facts while this Policy is in force, the Insurer cannot refuse to pay a claim which arises out of those facts, when made, because it was made after the expiry of the Policy.

### Privacy

In this Privacy Notice, the use of 'We', 'Our' or 'Us' means QBE and CHU unless specified otherwise.

We take the security of Your personal information seriously.

We will collect personal information when You deal with Us, Our agents, other companies in the QBE group or suppliers acting on Our behalf. We use Your personal information so We can do business with You, which includes issuing and administering Our products and services and processing claims. Sometimes We might send Your personal information overseas. The locations We send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

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

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

|        |  |
|--------|--|
| Phone: | +61 2 9307 6656  |
| Email: | <a href="mailto:privacyofficer@steadfastagencies.com.au">privacyofficer@steadfastagencies.com.au</a> |
| Post:  | PO Box A2016, Sydney South NSW 1235  |

It's up to You to decide whether to give Us Your personal information, but without it We might not be able to do business with You, including not paying Your claim.





## What You should read

To understand the features, benefits and risks of this insurance and to determine if it is appropriate for You, it is important that You read:

- all of the Product Disclosure Statement - this information is designed to help You understand this insurance and Your rights and obligations under it;
- the Policy Wording. It tells You about:
  - what makes up the insurance i.e. Your contract with Us which We call a Policy;
  - important definitions that set out what We mean by certain words;
  - the cover We can provide (see Policies 1 to 9);
  - what Excesses You may have to pay;
  - when You are not insured (see General Exclusions and other exclusions under Policies 1 to 9);
  - what You and We need to do in relation to claims;
  - Yours and Our cancellation rights.
- the relevant quote/proposal form You need to complete to apply for cover (if applicable);
- any Schedule when it is issued to You; and
- any other documents We may give You which vary Our standard terms of cover set out in this document.

These documents should be read together carefully. It is important that they are kept in a safe place.

## Significant features and benefits

The following provides a summary of the main covers available only. You need to read the Schedule and the Policy Wording for full details of the available cover, terms, definitions, conditions, exclusions and limits that apply to make sure it meets Your expectations. The cover in each Policy is provided only if specified as applicable in the Schedule.

### Policy 1 – Insured Property

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

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

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

### Policy 2 – Liability to Others

We will indemnify You up to the Limit of Liability shown in the Schedule for Policy 2 if You become legally responsible to pay compensation for Personal Injury or Property Damage resulting from an Occurrence

in connection with the ownership of Your Common Area and Your Insured Property that happens during the Period of Insurance.

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

### Policy 3 – Voluntary Workers

We pay to a Voluntary Worker, or that person's estate, the corresponding benefits set out in the Table of Benefits in Policy 3 in the event of such Voluntary Worker sustaining bodily injury during the Period of Insurance whilst voluntarily engaged in work on Your behalf and caused accidentally and which, independently of any other cause results in one of the insured events as set out in the Table of Benefits.

### Policy 4 – Fidelity Guarantee

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

### Policy 5 – Office Bearers' Legal Liability

We will respond to any Claim first made against an Office Bearer in respect of legal liability for any Claim made against them.

The amount payable in respect of all Claims under Policy 5 will not exceed the Limit of Liability shown in the Schedule and is inclusive of the claimant's costs and expenses and the Defence Costs incurred by Us during the currency of any one Period of Insurance.

### Policy 6 – Machinery Breakdown

We insure You up to the Sum Insured shown in the Schedule for Policy 6 against Insured Damage which occurs during the Period of Insurance and requires repair or Replacement provided that the Insured Item is within Your Situation and is in the ordinary course of working at the time the Insured Damage occurs.

We also provide cover for Additional Benefits following Damage if the Sum Insured is not exhausted. Details of the Additional Benefits are set out under the heading 'Additional Benefits' in Policy 6.

We also provide cover for Special Benefits in addition to the Sum Insured for Policy 6. Details of the Special Benefits are set out under the heading 'Special Benefits' in Policy 6.

### Policy 7 – Catastrophe Insurance

We insure You up to the Sum Insured shown in the Schedule for Policy 7 for any increase in the Replacement cost of Your Insured Property following a loss which occurs during the Period of Insurance:

- due to the happening of an Event for which the Insurance Council of Australia issues a catastrophe code or other Event which occurs no later than 60 days after the Catastrophe; and
- the Event giving rise to the loss is admitted as a claim under Policy 1 – Insured Property.

### Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses

We insure You on a Claims made basis for Parts A, B and C of Policy 8 which means We will respond to Claims first made against You during the Period of Insurance and notified to Us during that Period of Insurance.

### Policy 9 – Lot Owners' Fixtures and Improvements

We insure the cost of replacing Lot Owners' Fixtures and



Improvements in their Lot/Unit provided that the Sum Insured under Policy 1 is exhausted. Replacement of such installations must be following Damage by any Event that is not otherwise excluded under Policy 1.

## Important information You should understand

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

## Exclusions

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

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

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

## Conditions

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

1. Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment if Your claim is accepted.
2. When Your Insured Property is a total loss and We have paid out the total Sum Insured, this insurance ceases. If You rebuild or replace Your Insured Property, this requires a new insurance contract commencing at that time with an applicable Premium.
3. When You first purchase and when You renew Your insurance if You do not pay the amount by the due date, Your Policy may be cancelled and We will write to let You know when this will happen.
4. When renewing Your insurance with Us, You have a duty to take reasonable care not to make a misrepresentation. This means giving Us true, complete and accurate answers to Our questions, including where You provide information on someone else's behalf. We use Your answers to decide whether to insure You and on what terms. You must advise Us of any changes to Your claims or insurance history that a reasonable person in the circumstances would tell Us. CHU will notify You in writing of any effect a change may have on Your insurance renewal.

## The cost of this insurance

The amount that We charge You for this insurance when You first acquire the Policy and when You renew the Policy is called the

Premium. In order to calculate Your Premium, We take various factors into consideration, including, but not limited to:

- the Sum(s) Insured;
- the address of Your Insured Property;
- Your insurance history.

The total cost of the Policy is shown in the Schedule and is made up of Your Premium plus government taxes, fees, duties and charges such as Stamp Duty, GST and any Emergency Services Levy (where applicable).

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

## Paying Your Premium

Various options are available for paying Your Premium including annual payment by credit card, BPAY, EFT and direct deposit.

## Annual Premium

We will let You know how much Premium You need to pay Us, how to pay it and when. If You pay Your Premium annually, You need to pay Your Premium on time to ensure You are covered. If You don't pay the Premium Your Policy may be cancelled and We'll write to You to let You know when this will happen.

## Instalment payments

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

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

## What happens if You miss an instalment

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

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

## At renewal

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

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

## A claim on Your Policy may affect Your renewal Premium

If You have a claim, contact Us as soon as You can after the incident - see Claims Conditions - What You must do. To avoid Your claim being delayed, reduced or refused You must not unnecessarily delay notifying Us of the incident - see Claims Conditions - What You must not do. If You were in difficult circumstances that prevented You from telling Us about the claim, let Us know.

If We send You a renewal invitation and the Premium doesn't take into account a claim on Your Policy, You agree to pay Us any additional Premium We would have charged if We had known about that claim.





If You tell Us about the claim before Your renewal takes effect and We agree to continue to insure You, We may apply specific conditions to Your Policy (including an imposed Excess) and/or recalculate Your renewal Premium and send You an updated renewal invitation.

If Your Policy has already renewed and We agree to continue to insure You, We may ask You for an additional Premium. If You're paying in instalments, any remaining instalments will be adjusted to reflect the additional Premium. If You've already paid Your renewal Premium in full, You'll need to pay Us any additional Premium to ensure Your cover is not affected. If You don't pay the additional Premium by the due date then We may:

- deduct the outstanding Premium amount from a claim payment; or
- cancel Your Policy - see General Conditions.

If it was reasonable in the circumstances for You to be unaware that You had a claim until after we issued Your renewal invitation, We will not ask You to pay the additional Premium for that renewal period however the claim may affect Your future renewal Premiums and/or future Policy conditions (including the application of any imposed Excess).

Please note We may have other rights under this Policy or as permitted by law, depending on the circumstances.

#### **If Your payment details change**

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

#### **Other costs, fees and charges**

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

#### **Administration Fee**

An administration fee is payable by You for each policy issued or renewed to cover CHU's administration cost of preparing and distributing the Policy. Any administration fee is noted in the Schedule and is not refundable in the event of cancellation, unless the insurance contract is cancelled within the cooling off period or is a full term cancellation. For more information on the administration fee please refer to the CHU Financial Services Guide or contact CHU directly.

#### **Refund of Premium**

You may cancel the Policy at any time. If You choose to cancel the Policy We will retain a portion of the Premium which relates to the period for which You have been insured. We will refund the residue for the unexpired period less any non-refundable government taxes or charges, provided that no Event has occurred where liability arises under the Policy.

#### **Commissions**

SGL or CHU may receive a commission payment from Us when the Policy is issued and renewed. For details of the relevant commission paid, please refer to the Financial Services Guide, or contact SGL or CHU directly.

#### **Confirming transactions**

You may contact CHU in either writing, email or by phone to confirm any transaction under Your insurance if You do not already have the required insurance confirmation details.

#### **Sending You documents**

Documents relating to Your insurance Policy will be sent by post or email. Where You have been given the choice, they will be sent by Your chosen delivery method and You can change Your preference at any time.

It is Your responsibility to make sure Your contact details are current (including telephone number, email and mailing address where relevant) and You must update these as soon as they change.

#### **How to make a claim**

Please contact CHU to make a claim, the contact details are shown on the back cover of this document. They also have an after hours Emergency Claims Hotline that You can contact on 1800 022 444.

You should advise them as soon as reasonably practicable of an incident which could lead to a claim. Having the required documentation and possibly photographs of the items will assist in having Your claim assessed and settled. When You make a claim We require You to:

- provide details of the incident and when requested complete the claim form We send You;
- subject to reasonable notice and at a reasonable time that suits You and Us, allow Us or Our appointed representative to inspect Your Insured Property and take possession of any Damaged item(s) if reasonable and required;
- take all reasonable steps to reduce the damage or loss and prevent further loss or Damage;
- inform the police as soon as reasonably practicable following theft, vandalism, malicious damage or misappropriation of money or property;
- where practicable and reasonable not dispose of any Damaged items without first seeking Our approval; and
- not get repairs done, except for essential temporary repairs, and where reasonable We will seek Your cooperation in selecting the repairer or supplier.

These are only some of the things that You must do if making a claim.

Please refer to the Claims Conditions section which sets out claims information and what You must do if making a claim.

#### **Cooling off period**

If You change Your mind about Your Policy and haven't made a claim, You can cancel it within 21 days of the start or renewal date and We'll give You a full refund. If You cancel Your Policy in these circumstances, You will have no cover under the Policy.

To cancel Your Policy within the cooling off period, contact Us in writing or by email.

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

#### **Cancellation**

You may cancel the Policy at any time by notifying Us in writing. We may cancel the Policy where We are entitled to by law.

Further details about cancellation are shown in the General Conditions.



## General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. The aims of the Code are fully supported by CHU. You can read the Code at [codeofpractice.com.au](http://codeofpractice.com.au)

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit [insurancecode.org.au](http://insurancecode.org.au)

We recognise that family and domestic violence is a complex issue and We take it seriously. For more information about support, Our Family and Domestic Violence Customer Support Policy is available at [qbe.com/au](http://qbe.com/au) and at [chu.com.au](http://chu.com.au)

## Complaints

We're here to help. If You're unhappy with any of Our products or services, or the service or conduct of any of Our suppliers, please let Us know and We'll do Our best to put things right.

### Step 1 – Talk to Us

Your first step is to get in touch with the team looking after Your Policy, direct debit, or claim. You'll find their contact details on Your Policy documents, letters, or emails from Us. Please provide Our team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to <https://www.chu.com.au/resource/complaints-and-disputes>

### Step 2 – Customer Relations

If Your complaint isn't resolved by the team looking after Your Policy, direct debit, or claim, You can ask them to refer Your complaint on to Our Internal Dispute Resolution Team. An Internal Dispute Resolution Specialist will review Your complaint independently and provide You with Our final decision.

You can also contact the Internal Dispute Resolution Team directly:

|        |   |
|--------|---|
| Phone: | 1300 193 174  |
| Email: | <a href="mailto:complaints@chu.com.au">complaints@chu.com.au</a>                              |
| Post:  | PO Box 500, North Sydney NSW 2059 or<br>Level 33, 101 Miller Street,<br>North Sydney NSW 2060 |

### Step 3 – Still not resolved?

If We're unable to resolve Your complaint to Your satisfaction within a reasonable time, or You're not happy with Our final decision, You can refer Your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on Us.

|        |  |
|--------|--|
| Phone: | 1800 931 678   |
| Email: | <a href="mailto:info@afca.org.au">info@afca.org.au</a> |
| Post:  | GPO Box 3, Melbourne VIC 3001                          |

AFCA will inform You if Your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit [afca.org.au](http://afca.org.au)

## More information

You can find more information about how We deal with complaints on Our website at [www.chu.com.au/resource/complaints-and-disputes/](http://www.chu.com.au/resource/complaints-and-disputes/) or You can call Us on 1300 361 263 to speak with Us or request a copy of Our complaints brochure at no cost.

## Complaints just about privacy

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

|        |  |
|--------|--|
| Phone: | 1300 289 248   |
| Email: | <a href="mailto:compliance@chu.com.au">compliance@chu.com.au</a> |
| Post:  | PO Box 500, North Sydney NSW 2059                                |

## Request for Information

You may request copies of information We have relied upon to arrive at Our decision(s) in the complaint handling process. In some instances, We may not release the information as requested and You may request a review of Our decision not to release such information. We will comply with Code requirements regarding providing information You request.

## Contact CHU

|        |  |
|--------|--|
| Phone: | 1300 361 263   |
| Email: | <a href="mailto:info@chu.com.au">info@chu.com.au</a> |

## Financial Claims Scheme

This Policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if You meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

## How to contact APRA

|         |  |
|---------|--|
| Phone:  | 1300 558 849<br>Calls from mobiles, public telephones or hotel rooms may attract additional charges.                                   |
| Online: | <a href="http://www.apra.gov.au/financial-claims-scheme-general-insurers">www.apra.gov.au/financial-claims-scheme-general-insurers</a> |

## Monetary limits on the cover

We can insure You up to the amount of the Sum Insured or Limit of Liability or other specified limits for Your Insured Property. These amounts are specified in the specific Policies of the Policy Wording or in the Schedule.

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



### **Payment of Excesses**

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

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

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

### **GST Implications**

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

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

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





## Policy Wording

### Our Agreement

The agreement between You and Us consists of:

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

The cover under this Policy is provided during the Period of Insurance, once You've paid Us Your Premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General Exclusions, which apply to any claim You make under this Policy;
- General Conditions, which set out Your responsibilities under this Policy;
- Claims Conditions, which set out Our rights and Your responsibilities when You make a claim; and
- Other terms, which set out how this Policy operates.

### Excesses

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

The Excess(es) which You have to pay are set out in this Policy Wording or on Your Policy Schedule.

### How much We will pay

The most We will pay for a claim is the Sum Insured which applies to the cover or section You're claiming under, less any Excess.

### General Definitions

The words listed below have been given a specific meaning in this Policy Wording and these specific meanings apply when the words begin with a capital letter. Other words may have special meanings for particular Policies. These words will be defined in those Policies.

#### Action of The Sea

means tidal wave, high tide, king tide, Storm Surge, or any other movement of the sea except for Tsunami.

#### Act of Terrorism

means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a. involves violence against one or more persons; or
- b. involves damage to property; or
- c. endangers life other than that of the person committing the action; or
- d. creates a risk to health or safety of the public or a section of the public; or

- e. is designed to interfere with or to disrupt an electronic system.

#### Body Corporate

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

#### Body Corporate Manager/Agent

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

#### Common Area

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

#### Damage, Damaged

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

#### Earth Movement

means landslide, landslip, mudslide, subsidence and the heaving, collapsing, vibration, Erosion, settlement or shrinkage of earth, but not earthquake.

Note: 'Heave' is the upward movement of the earth supporting a building because of the expansion of soil.

#### Electronic Data

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

#### Endorsement

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

#### Erosion

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

#### Event, Events

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

#### Excess

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

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





### **Floating Floors**

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

### **Flood**

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

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

### **Fusion**

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

### **Indemnity Value**

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

### **Insured Property**

#### **a. Building:**

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

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

#### **b. Common Area Contents:**

- i. furniture, furnishings, household goods, light fittings, internal blinds, curtains, fire extinguishers and the like;
- ii. built-in or freestanding appliances such as dishwashers, washing machines and dryers, other electrical items;
- iii. carpets (whether fixed or unfixed), floor rugs;

iv. swimming pools or spas that are not in-ground;

v. swimming pool or spa covers and accessories;

vi. wheelchairs, domestic garden equipment including lawn mowers, golf carts, golf buggies or other similar type items but only if such item is not required by law to be registered;

that You own or have legal responsibility for:

- at, in or adjacent to Your Situation, or
- temporarily removed elsewhere in Australia including transit to and from Your Situation.

Building and Common Area Contents do not include:

- aircraft, caravans, trailers, Vehicles (other than domestic garden appliances not required by law to be registered), hovercraft and Watercraft including their accessories or spare parts whether fitted or not;
- livestock, fish, birds or other animals;
- Lot Owners' Contents and any other personal property of theirs;
- money, other than as covered under Special Benefit 15 – Money of Policy 1 – Insured Property;
- plants, hedges, trees, shrubs, gravel, shale, stones, clay or soil on paths or driveways or tennis courts, soil or bark or mulch in gardens other than as covered under Special Benefit 13 – Landscaping of Policy 1 – Insured Property; and
- temporary wall, floor and ceiling coverings within a Lot/Unit, and mobile or fixed air-conditioning units servicing an individual Lot/Unit (if Your Situation is in Queensland).

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

### **Land Value**

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

### **Limit of Liability**

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

### **Lot/Unit**

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

### **Lot Owner**

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

### **Lot Owners' Contents**

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

- a. built-in or freestanding appliances such as dishwashers, washing machines and dryers;



- b. computers, electronic and electrical equipment, domestic garden equipment;
- c. Lot Owners' business and personal effects, furniture, furnishings, carpets, and floor rugs.

## Members

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

## Period of Insurance

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

## Policy

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

## Premium

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

## Rainwater

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

## Rent

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

## Replacement

means:

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

## Schedule

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

- a. the Policy Schedule;

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

## Senior Counsel

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

## Situation

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

## Storm

means violent weather and high winds, sometimes accompanied by rain, hail or snow including a cyclone or tornado.

## Storm Surge

means the covering of normally dry coastal land by water as a result of wind and low atmospheric pressure caused by a Storm.

## Strata Legislation

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

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

## Stratum Lot or Volumetric Lot

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

Stratum Lot or Volumetric Lot only extends to Policy 1 and Policy 7.

## Sum Insured

means the amount shown in the Schedule as the Sum Insured corresponding to the cover selected for Policy 1 – Insured Property, Policy 3 – Voluntary Workers, Policy 4 – Fidelity Guarantee, Policy 6 – Machinery Breakdown, Policy 7 – Catastrophe Insurance, Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses and Policy 9 – Lot Owners' Fixtures and Improvements.

## Temporary Accommodation

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

## Tenant

means any person authorised under the terms of a lease, rental or similar type agreement who occupies a Lot/Unit including any other co-inhabitant or family normally resident with that person.





### **Tsunami**

means a sea wave caused by a disturbance of the ocean floor or seismic movement such as an underwater earthquake or landslide.

### **Vehicle, Vehicles**

means:

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

### **Voluntary Worker**

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

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

### **Watercraft**

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

### **Wear and Tear**

means physical deterioration to property occurring over time due to use and/or exposure to its environment.

### **We, Our, Us, the Insurer**

means QBE Insurance (Australia) Limited ABN 78 003 191 035.

### **You, Your, Yours**

means:

- a. in respect of Policies 1, 7, and 9:  
the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule including:
  - i. the interest therein of Members;
  - ii. Lot Owners in respect of Special Benefits 1, 2, 11, 13, 18, 22 and 23 of Policy 1 – Insured Property;
  - iii. Lot Owners in respect of Special Benefits 1, 2 and 4 of Policy 7 – Catastrophe Insurance.
- b. in respect of Policy 2 – Liability to Others:  
the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule including:
  - i. the interest therein of Members;
  - ii. the organisers of recreational activities in respect of item 5 of Policy 2;
  - iii. a Voluntary Worker whilst engaged solely in work or duties on behalf of the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule, but excludes Office Bearers whilst acting in that capacity.
- c. in respect of Policy 3 – Voluntary Workers:  
a Voluntary Worker whilst engaged solely in work or duties

on behalf of the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule.

- d. in respect of Policies 4, 6, and 8:

the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule.

- e. in respect of Policy 5 – Office Bearers' Legal Liability:

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

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

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

## **General Conditions**

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

If any of the General Conditions or specific conditions applicable to each Policy are not met We may refuse a claim, reduce the amount We pay or in some circumstances We may cancel the Policy. Any person covered by the Policy or claiming under it must also comply with these conditions.

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

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

### **2. Tell Us when these things change**

You must tell Us as soon as reasonably possible if any of the information noted below has changed:

- You are carrying out construction works, alterations or additions that exceed \$500,000; or
- You have cranes, hoists or similar attached to the Insured Property or at the Situation; or
- there is a change in the percentage of floor space used for commercial purposes; or
- Your building becomes subject to a Building Rectification Order, Fire Order or any other Order issued by a statutory body.

If You don't tell Us, We may reduce or refuse to pay a claim.

When You tell Us about something that has changed or request a change to Your Policy, We will assess the change to the risk in accordance with Our underwriting rules and processes.

### **Changes to Your cover**

If You request any change to cover (e.g. You choose to add a Policy or You increase the Sum(s) Insured) then, if We agree to the change, We will issue a new Schedule and ask You for any additional Premium. If an additional Premium is required, the change will only be effective when:

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



or

- You have paid the additional Premium by the due date We give to You.

If You don't pay the additional Premium by the due date then We will make reasonable efforts to contact You using the latest contact details You provided Us. If We don't receive payment of the additional Premium owed, the change will not be effective and We will confirm this by issuing a replacement Schedule.

If You request any change to cover and We don't agree to the change, then We will let You know and the Policy will continue unchanged.

### Changes to Your circumstances

Contact Us to discuss potential changes in circumstances when You know the details of the timing and nature of the changes before they happen, to find out in advance whether We will be able to continue to insure You.

If You tell Us about any of the following changes then We will cancel Your Policy and refund any unused portion of the Premium:

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

If there is a change in the percentage of floor space used for commercial purposes, We may need to cancel Your Policy and replace it with another policy.

If You tell Us about any other change, We will consider it under Our underwriting rules and processes at the time.

### 3. Cancellation - how Your Policy may be cancelled

#### Cancellation by You

You may cancel this Policy at any time by telling Us in writing. We will retain a portion of Premium which relates to the period for which You have been insured together with any non-refundable government taxes or charges, or CHU administration fees.

#### Cancellation by Us

We may cancel this Policy at any time as allowed by law by notifying You in writing of the date from which cancellation is to take effect. Notification will be delivered to the address last notified to Us and cancellation will take effect no earlier than 4.00pm on the date set out in the cancellation notice unless the Policy was in force by virtue of Section 58 of the Insurance Contracts Act 1984 (Cth), whereby the cancellation will take effect from the fourteenth business day after the day on which notice was given to You.

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

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

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

- a. not registered for GST We will pay up to the Sum Insured, Limit of Liability or other Policy limit including GST.

- b. registered for GST:

- i. and We settle direct with the builder, repairer or supplier We will pay up to the Sum Insured, Limit of Liability or other Policy limit including GST; or
- ii. when We settle direct with You We will pay up to the Sum Insured, Limit of Liability or other Policy limit and
- iii. where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim We will pay for the GST amount but We will reduce the GST amount We pay by the amount of any Input Tax Credits to which You are or would be entitled.

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

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

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

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

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

### 5. Joint insureds

When there is more than one insured on Your Policy, We may treat each as a separate and distinct party. The words You, Your, Yours may apply to each party in the same manner as if a separate Policy had been issued to each party, provided Our liability for any Sum Insured, Limit of Liability or other Policy limit for any one Event or Occurrence is not thereby increased. We may treat what any one insured says or does in relation to Your Policy or any claim under it, as said or done by each of the insureds. We may rely on a request from one insured to change or cancel Your Policy or tell Us where a claim payment should be paid. Any act, breach or non-compliance with the terms and conditions of this Policy committed by any one such party shall not be prejudicial to the rights and entitlements of the other insured party(ies), provided that the other insured party(ies) upon becoming aware of any such act, breach or non-compliance which increases the risk of loss, Damage or liability give Us written notice within a reasonable time.

### 6. Excess

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

Should more than one Excess be payable for any claim arising from the one Event, such Excesses will not be aggregated and the highest single level of Excess only will apply.



For earthquake or seismological disturbance, where loss or Damage occurs during any one period of 72 consecutive hours, the Excess is \$500, or the Excess amount shown in the Policy Schedule, whichever is greater.

## 7. Reinstatement of Sum Insured

After We have admitted liability for a claim We will automatically reinstate the Sum Insured and/or Special Benefit limits to their pre-loss amount without any additional Premium having to be paid.

This condition does not apply:

- a. when We pay a total loss;
- b. when We pay the full Sum Insured;
- c. to Policy 5 – Office Bearers’ Legal Liability;
- d. to Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses;
- e. to Special Benefits 6 and 23 of Policy 1 – Insured Property.

## 8. Governing law and jurisdiction

This Policy is governed by the laws of the State or Territory of Australia in which this Policy is issued. Any dispute relating to this Policy shall be submitted to the jurisdiction of an Australian Court within the State or Territory in which this Policy was issued.

## 9. Subrogation, recovery action & uninsured loss

We may at any time in consultation with You, at Our expense and in Your name, use all legal means available to You of securing reimbursement for loss or Damage arising under Your Policy. In the event We do so, You agree to give all reasonable assistance for that purpose.

If You have suffered loss that was not covered by the Policy as a result of the incident, We may offer to attempt to recover this. You may also specifically ask Us to recover this for You.

You will need to give Us documents supporting Your loss. Before We include any uninsured loss in the recovery action We will also ask You to agree to the basis on which We will handle Your recovery action. Where required and within reason, You may need to contribute to legal costs in some circumstances.

## 10. Related Claims

For the purposes of applying any Excess or Limit of Liability, all loss otherwise recoverable under this Policy resulting from or in connection with:

- a. one and the same act, error or omission; or
- b. a series of acts, errors or omissions arising out of or attributable to the same originating cause, or source;

will be deemed to be one claim.

## 11. Severability/Non-imputation/Innocent Non-disclosure

Where this Policy insures more than one party, where one party made a misrepresentation to Us before the Policy was entered into this shall not prejudice the right of any other insured person to indemnity as may be provided by this Policy provided that:

- i. You were not aware of the failure or misrepresentation;
- ii. as soon as is reasonably practicable upon becoming aware of any such conduct, You advise Us in writing of all known facts in relation to such conduct; and

- iii. the conduct of the principals, partners and directors of the Insured are imputed to the Insured.

## 12. References to legislation

Legislation referenced in this Policy includes subsequent legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

‘Subsequent legislation’ means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

## General Exclusions

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

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

### 1. Act of Terrorism

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

### 2. Asbestos

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

### 3. Electronic Data

Losses or damage to Electronic Data, except as provided for by Special Benefit 20 – Damaged office records, under Policy 1.

### 4. Intentional damage

Any deliberate or intentional damage or liability or omission caused or incurred by You or by any person acting with Your express or implied consent.

### 5. Nuclear

Ionising radiation from, or contamination by radio-activity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

### 6. War, expropriation

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

### 7. Sanctions limitation and exclusion

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose Us to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.



## 8. Communicable diseases

There is no cover under any section of Your Policy for any claim, loss, damage, cost, injury, death or legal liability that is caused by or arises from or in connection with any contagious or communicable disease.

## 9. Cyber incident

There is no cover under any section of Your Policy for any claim, loss, damage, cost, injury, death or legal liability that is caused by or arises from or in connection with:

- an unauthorised or malicious act, software, coding or instructions;
- a threat, hoax, scam or fraud;
- programming or operator error; or
- outage,

affecting the use, integrity, security, operation, storage of, or access to, data, information, a computer, system, device, appliance, equipment, software, hardware, back-up facility or a component of or attachment to any of these, regardless of time or place.

Examples of what are not covered under Your Policy:

- loss, damage, destruction, distortion, erasure, corruption or alteration of, or loss of access to, or interference with, data on a computer or access to an internet service, due to malicious software or a cyber-attack, including but not limited to viruses, worms, Trojan Horses, back doors, logic bombs, trap doors, denials of service, ransomware or any computer hacking;
- unauthorised access to or copying of personal information via the internet or mobile phone network;
- unauthorised access to, or interference with the operation of, an appliance or device via the internet, Wi-Fi or Bluetooth;
- unauthorised access to Your computer or device provided by means of a scam, or connection of a storage or other device affected by malicious software.

However, You will still have cover for physical damage to Your property insured under Your Policy caused by an Event such as fire.

## 10. Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that it is unlawful for Us to do so.

## Claims Conditions

### 1. What You must do

As soon as You discover that an Event likely to result in a claim has occurred, You must:

- a. take all reasonable steps to reduce the damage and to prevent any further damage;
- b. report the incident to the police as soon as reasonably practicable following theft, vandalism, malicious damage or misappropriation of money or property and provide details of the report to Us. We may need the police report number to process Your claim or Our recovery action if there is a third party who is liable for Your loss.

### 2. What You must not do

Whatever the circumstances You must not:

- a. admit guilt or fault (except in court or to the police);
- b. offer or negotiate to pay a claim;
- c. admit or deny liability;
- d. dispose of any damaged items without first seeking Our approval.

If You do then We will reduce Our liability to the extent of any prejudice caused by Your acts.

### 3. How to make a claim

When You make a claim You may reasonably be required to:

- a. promptly inform CHU by telephone, in writing or in person. You may have to contribute towards Your claim if Your notification is outside of a reasonable timeframe and results in higher costs for Us or harms Our investigation opportunities. We will reduce Our liability to the extent of any prejudice caused by Your delayed notification;
- b. provide details of the Event and when requested complete and return Our claim form as soon as reasonably practicable together with all letters, documents, valuations, receipts or evidence of ownership that You have been asked to provide;
- c. provide written statements under oath if We reasonably require it;
- d. be interviewed about the circumstances of the claim;
- e. allow Us to inspect Your Insured Property and take possession of any damaged item if reasonable and required and to deal with it in a reasonable way;
- f. provide Us as soon as reasonably practicable with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the Event.

### 4. Claim preparation costs and fees

We will pay up to \$30,000 for the reasonable costs and fees You necessarily incur with Our written consent, which We will not unreasonably withhold, in the preparation of a claim under this Policy.

Claims Condition 4 - Claim preparation costs and fees does not apply to Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses.

### 5. Our approval needed for repairs

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

### 6. Repairs or Replacement

We have the right to nominate the repairer or supplier to be used, and where reasonable and appropriate We will seek Your cooperation in selecting the repairer or supplier. Unless We otherwise advise in writing, if after We have assessed Your claim, You are required to enter into a contract with a third party to replace or reinstate damaged Insured Property that We have agreed to pay, where reasonable depending on the claims circumstance You may need to enter into that agreement with the third party as Our agent.

### 7. You must assist Us

Where reasonable You must:

- a. comply with all the requirements of this Policy; and





- b. give Us all relevant information and assistance which We reasonably require in relation to the claim and any proceedings.

#### **8. False or misleading information**

We may deny part or all of Your claim if You are not truthful and frank in any statement You make in connection with a claim or if a claim is fraudulent or false in any respect.

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

#### **9. Salvage value**

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

#### **10. Contribution and other insurance**

When making a claim, You must notify Us of any other insurance that You're aware will or may, whether in whole or in part, cover any loss insured under Your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to You or any other person) which covers the same loss, damage or liability You must provide Us with any reasonable assistance We require to make a claim for contribution from any other insurer(s) subject to the Insurance Contracts Act 1984 (Cth).

#### **11. Preventing Our right of recovery**

If You've agreed with or told someone who caused You loss, damage or liability covered by Your Policy that You won't hold them responsible then, to the extent We've been prejudiced by this act, We won't cover You for that loss, damage or liability.



## Policy 1 - Insured Property

### What We insure

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

### Additional Benefits

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

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

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

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

#### 2. Emergency and temporary protection costs

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

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

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

Fees, contributions or imposts required to be paid to any public or statutory authority to obtain their authority to rebuild, repair or replace Your Insured Property, but We will not pay for any fine or penalty imposed by any such authority.

#### 4. Legal fees

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

#### 5. Emergency services

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

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

Where the Strata Legislation excludes paint and wallpaper within Lot Owners' Lots/Units from the definition of Building, and the Sum Insured under Policy 1 is not otherwise expended in respect of any

one Event We will pay for the cost of repainting or re-wallpapering the internal walls or ceilings of a Lot/Unit at Your Situation if they are Damaged by an Event claimable under Policy 1. Our liability under this Additional Benefit is limited to the room, hallway or passageway where the Damage occurs.

### Special Benefits

The following Special Benefits are included in addition to the Sum Insured for Policy 1.

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

##### a. Temporary Accommodation

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

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

We will pay:

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

##### b. Rent

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

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

We will pay:

- under Clause b.i. from the time of the Event until the time Your Lot/Unit or Common Area is relet following completion of rebuilding, repairs or Replacement provided You demonstrate You have taken all reasonable actions to obtain a new Tenant; and
- under Clause b.ii. from the time of the Event until the time when access to Your Lot/Unit or Common Area is re-established;
- under Clause b.iii. the cost You necessarily incur to abate the Rent of Your Tenant during this disruption from the time of the Event until the time when this disruption has ceased but in all not exceeding a maximum of three months.

##### c. Disease, murder and suicide





We will pay for:

- i. the cost of Temporary Accommodation You necessarily incur;
- ii. the actual Rent You lose;

if You are not permitted to occupy Your Lot/Unit or Common Area by order of the police, a public or statutory authority, other body, entity or person so empowered by law, due to:

- the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plant cooling towers and the like;
- a human infectious or contagious disease, except for communicable disease;
- murder or suicide;

occurring at Your Situation.

We will pay from the time the order is invoked until the time the order is revoked, or for a period of 30 days, whichever first occurs.

**d. Failure of supply services**

We will pay for:

- i. the cost of Temporary Accommodation You necessarily incur;
- ii. the actual Rent You lose;

if Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from Damage by an Event claimable under Policy 1 happening to property belonging to or under the control of any such supply authority, provided the failure of services extends for more than 48 hours We will pay from the time of the failure until the time such services are reinstated, or for a period of 30 days, whichever first occurs.

**e. Cost of reletting**

When You have leased out Your Lot/Unit or Common Area We will pay reasonable reletting costs up to \$1,500 a Lot/Unit or Common Area if it is made unfit to be occupied for its intended purpose due to:

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

**f. Meeting room hire**

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

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

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

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

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

We will pay the reasonable costs You necessarily incur in:

- i. removing undamaged Lot Owners' Contents to the nearest place of safe keeping;
- ii. storing undamaged Lot Owners' Contents at that place or an equivalent alternate place;
- iii. returning undamaged Lot Owners' Contents to Your Situation when occupancy of their Lot/Unit is permitted;
- iv. insuring undamaged Lot Owners' Contents during such removal, storage and return;

following Damage to Your Insured Property that is admitted as a claim under Policy 1 that renders the Lot/Unit unfit to be occupied for its intended purpose.

**i. Lot Owners' travel costs**

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

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

**The combined total amount We will pay under Special Benefit 1 - Temporary Accommodation / Rent / contributions / storage**

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

**2. Emergency accommodation**

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

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

**3. Alterations/additions**

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

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

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

**4. Arson reward**

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



such relevant information or in such other manner as We may reasonably decide.

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

We will pay up to \$2,000 for the cost of increased usage, accidental discharge or additional management charges of metered electricity, gas, sewerage, oil and water You are required to pay following Damage to Your Insured Property that is admitted as a claim under Policy 1.

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

We will pay up to \$2,000 any one Period of Insurance for the cost of metered electricity, gas, sewerage, oil and water You are legally required to pay following its unauthorised use by any person taking possession or occupying Your Insured Property without Your consent.

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

## 7. Fusion of motors

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

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

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

We will not pay for:

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

## How We will settle Your Fusion claim

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

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

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

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

## 8. Environmental improvements

If Damage to Your Insured Property is admitted as a claim under Policy 1 and the cost to rebuild, replace or repair the Damaged portion is more

than 25% of what the cost would have been had Your Insured Property been totally destroyed We will, in addition to the cost of environmental improvements claimable under Policy 1, also pay up to \$20,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy and grey water recycling systems.

## 9. Exploratory costs, Replacement of defective parts

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

We will also pay for reasonable costs incurred in:

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

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

## 10. Fire extinguishing

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

- a. extinguishing a fire at Your Situation, or in the vicinity of Your Situation and threatening to involve Your Insured Property or for the purpose of preventing or diminishing Damage including the costs to gain access to any property;
- b. replenishing fire fighting appliances, replacing used sprinkler heads, and resetting fire, smoke and security alarm systems;
- c. shutting off the supply of water or any other substance following the accidental discharge or escape of such substances from fire protective equipment.

## 11. Funeral expenses

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

## 12. Keys, lock Replacement

We will pay up to \$5,000 for the reasonable costs You necessarily incur in:

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

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

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

We will not pay if there are reasonable grounds to believe the keys





or codes have been stolen or duplicated by any occupant or previous occupant of Your Insured Property, or by their family or friends.

### 13. Landscaping

We will pay the lesser of 1% of the Building Sum Insured under Policy 1 or \$100,000, for the reasonable costs You or a Lot Owner necessarily incur in replacing or repairing Damaged trees, shrubs, plants, lawns or rockwork at Your Situation lost or Damaged by an Event claimable under Policy 1.

For fallen trees or branches that have caused Damage to Your Insured Property, We will pay up to \$5,000 for the reasonable professional costs You necessarily incur for their removal and disposal.

We will not pay for removal or disposal of trees or branches that have fallen and not Damaged Your Insured Property.

### 14. Modifications

When a Lot/Unit is occupied by the Lot Owner We will pay up to \$25,000 a Lot/Unit for modifications to that Lot/Unit if the Lot Owner is physically injured and becomes a paraplegic or quadriplegic as the direct consequence of Damage to Your Insured Property that is admitted as a claim under Policy 1.

This Benefit only applies if the paraplegia or quadriplegia has continued for a period of not less than six months from the date of the Event and is substantiated by a legally qualified medical practitioner.

### 15. Money

We will pay up to \$25,000 for loss of Your money while in the personal custody of an Office Bearer or committee member of Yours, or of Your Body Corporate Manager/Agent while acting on Your behalf.

We will not pay for fraudulent misappropriation, larceny or theft or any attempt thereof by:

- a. any person in Your employment;
- b. a Lot Owner, including any family member permanently residing with them; or
- c. a proxy of a Lot Owner.

### 16. Mortgage discharge

We will pay up to \$5,000 to discharge any mortgage over Your Insured Property if it becomes a total loss, is not replaced and We have paid the Sum Insured payable under Policy 1.

### 17. Personal property of others

We will pay up to \$10,000 for the Indemnity Value of personal property of others (including employees) which is Damaged by an Event claimable under Policy 1 while in Your physical or legal control.

### 18. Pets, security dogs

When a Lot/Unit is occupied solely for residential purposes, We will pay up to \$1,000 a Lot/Unit for the reasonable costs You necessarily incur for boarding pets or security dogs if the Lot/Unit is rendered unfit for its intended purpose by Damage to Your Insured Property that is admitted as a claim under Policy 1 and Temporary Accommodation does not allow pets or security dogs.

### 19. Purchaser's interest

We will cover a purchaser's legal interest in Your Insured Property, in accordance with the terms and conditions of Policy 1, when the purchaser has signed an agreement to buy part of or all of such

property.

### 20. Damaged office records

We will pay up to \$50,000 for the reasonable expenditure You necessarily incur in collating information, preparing, rewriting or reproducing records, books of account, Electronic Data and valuable papers directly related to Your Insured Property which are Damaged by an Event claimable under Policy 1, while anywhere in Australia.

### 21. Removal, storage costs

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

- a. removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;
- b. storing such undamaged portion at that place or an equivalent alternate place;
- c. returning such undamaged portion to the Situation when restoration work is completed;
- d. insuring Your undamaged Insured Property during such removal, storage and return;

following Damage to Your Insured Property that is admitted as a claim under Policy 1.

### 22. Removal of squatters

We will pay up to \$1,000 any one Period of Insurance for legal fees You necessarily incur to repossess Your Insured Property or a Lot/Unit if squatters are living in it.

We will not pay unless You first obtain Our consent to incur such legal fees, which We will not unreasonably withhold.

### 23. Title deeds

We will pay up to \$5,000 for the reasonable costs You necessarily incur in replacing Title Deeds to a Lot/Unit or Your Insured Property if Damaged by an Event claimable under Policy 1, while anywhere in Australia.

### 24. Water removal from basement

We will pay up to \$2,000 for the reasonable costs You necessarily incur in removing water from the basement or undercroft area of Your Insured Property if such inundation is directly caused by Storm or Rainwater.

We will not pay if the inundation is caused by any other Event that is not claimable under Policy 1.

### Exclusions

1. We will not pay for damage caused by or arising directly or indirectly from:
  - a. Storm or Rainwater to retaining walls, or caused by Flood if shown in the Schedule as not selected;
  - b. lack of maintenance, rust, oxidation, corrosion, mould, mildew, Wear and Tear, fading, concrete or brick cancer, developing flaws, wet or dry rot, gradual corrosion or gradual deterioration or, failure to maintain Your Insured Property in a reasonably good state of repair. This includes when the damage to the Insured Property is caused by light, air, sand, the climate (which includes wind or rain) or the passage of time;
  - c. overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by



electric current. However We will pay if the Damage is due to:

- i. Fusion of electric motors as covered under Special Benefit 7;
- ii. lightning;
- iii. power surge when such Event is confirmed by the supply authority; or
- iv. resulting fire Damage;

- d. any Action of The Sea;
- e. vibration or from the removal or weakening of or interference with the support of land or buildings or any other property, Erosion or Earth Movement. However We will pay if the Damage is due to:
  - i. earthquake or seismological disturbance, Tsunami, explosion, physical impact by aircraft;
  - ii. bursting, leaking or overflowing of water tanks, pipes, drains, gutters or other water or liquid carrying apparatus;
- f. underground (hydrostatic) water. However We will pay if the Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains;
- g. the invasion of tree or plant roots nor for the cost of clearing pipes or drains blocked by any such invasion. However We will pay for water or liquid Damage resulting from blocked pipes or drains;
- h. inherent defect or latent defect that you were aware of, or a reasonable person in the circumstances would have been aware of;
- i. vermin, mice, rats, termites, insects, or by pecking, biting, chewing or scratching by birds or animals. However We will pay if any of these causes directly result in Damage from any other Event claimable under Policy 1 – Insured Property such as fire or glass breakage;
- j. the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds;
- k. water in swimming pools, spas or water tanks;
- l. normal settling, creeping, heaving, seepage, shrinkage, or expansion in buildings, foundations/footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other structural improvements;
- m. smut or smoke from industrial operations (other than sudden or unforeseen Damage resulting therefrom);
- n. any process involving the application of heat being applied directly to any part of Your Insured Property. However We will pay if any other part of Your Insured Property is Damaged or destroyed by fire.

**2. We will not pay for damage to:**

- a. glass caused by artificial heat, during installation or removal, which has a crack or imperfection, or is required to be insured by any other party in terms of an occupancy agreement;
- b. carpets and other floor coverings resulting from staining, fading or fraying. However We will pay if the Damage directly results from any other Event claimable under Policy 1 – Insured Property;
- c. boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting

from the explosion thereof;

- d. Your Insured Property if it is vacant and undergoing demolition unless Our written consent to continue cover has been obtained before the commencement of demolition, which will not be unreasonably withheld;
  - e. Your Insured Property directly resulting from construction, erection, alteration or addition where the value of such work exceeds \$500,000 unless Our written consent to continue cover has been obtained, which will not be unreasonably withheld, before the commencement of such work. However We will pay for Damage which results from any other Event claimable under Policy 1.
- 3. We will not pay for:**
- a. demolition ordered by any public or statutory authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement or due to the incorrect siting of Your Insured Property;
  - b. Damage caused by non-rectification of an Insured Property defect, error or omission that You were aware of, or should reasonably have been aware of;
  - c. the cost of rectifying faulty or defective materials or faulty or defective workmanship, design or specification;
  - d. consequential loss, including but not limited to any:
    - i. loss of use;
    - ii. loss of contract;
    - iii. loss of profit/revenue;
    - iv. loss of opportunity;
    - v. loss of goodwill and/or reputational damage; or
    - vi. special damages;
 other than specifically provided under an operative Additional Benefit or Special Benefit;
  - e. Wear and Tear.

## Claims - how We will settle Your claim

### 1. Rebuilding, Replacement or repair

If Your Insured Property is Damaged, and Your claim is accepted, after consultation with You, We will either rebuild, replace, repair or pay the amount it would cost to rebuild, replace or repair.

The amount We pay under Policy 1 will be the cost of Replacement at the time of Replacement subject to the following provisions:

- a. the necessary work of rebuilding, replacing or repairing (which may be carried out upon another site or in any manner suitable to Your requirements provided Our liability is not increased), must be commenced and carried out without unreasonable delay;
- b. where Your Insured Property contains any architectural or structural feature of an ornamental, heritage or historical character or where materials used in the original construction are not readily available We will use the nearest equivalent available to the original materials;
- c. if it is lawful, and with Our prior written consent, which will not be unreasonably withheld, You will not be required to actually rebuild any building destroyed but may purchase an alternative existing building or part thereof to replace all or



part of the one destroyed.

Such Replacement will be deemed to constitute Replacement for the purpose of this insurance provided Our liability is not increased;

- d. if You cause unreasonable delays in commencing or carrying out Replacement, We will not pay any extra costs that result from that delay;
- e. when We wish to rebuild, replace or repair and You do not want this to occur and submit a claim for cash settlement in lieu, We will only pay Indemnity Value which means We will:
  - i. reduce the amount payable after due consideration of age and condition of the property at the time of loss, We will ensure any reduction of the amount payable is fair and reasonable;
  - ii. not pay in excess of Indemnity Value of Your Insured Property; and
  - iii. seek release from further liability under this Policy.

We will not pay under Policy 1 as part of the cost of Replacement for the cost to:

- i. rebuild or replace Your undamaged Insured Property;
- ii. rebuild, replace or repair illegal installations.

## 2. Undamaged part of Insured Property, foundations and footings

If Your Insured Property is Damaged and any public or statutory authority requires Replacement to be carried out on another site We will pay for the value of any undamaged part of Your Insured Property, including foundations and footings, as though they had been destroyed.

If the sale value of the original Situation with such undamaged part is greater than without them We will deduct the amount of such difference from any settlement otherwise payable by Us.

## 3. Floor space ratio

If Your Insured Property is Damaged and Replacement is limited or restricted by any public or statutory authority requirement which results in the reduction of the floor space ratio index, We will pay:

- a. the difference between:
  - i. the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; and
  - ii. the estimated cost of Replacement at the time of Damage had the reduced floor space ratio index not applied;

alternatively We will pay:

- b.
  - i. the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; plus
  - ii. the cost of purchasing an existing building or part thereof equivalent in size to the area by which the floor space ratio index has been reduced; or
  - iii. the cost of purchasing a block of land and the cost of Replacement thereon of Insured Property equivalent in size to the area by which the floor space ratio index has been

reduced;

provided that Our liability does not exceed the estimated cost of Replacement at the time of Damage had the reduced floor space ratio index not applied.

## 4. Land Value

We will pay the difference between Land Value before and after Damage if any public or statutory authority refuses to allow Your Insured Property to be replaced or only allows partial Replacement, less any sum paid by way of compensation by any such authority.

## 5. Electronic Data

We will pay the cost of reasonable and necessary expenses incurred to recreate, gather or assemble lost or Damaged Electronic Data, but not the value of the Electronic Data to You or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

## Special Provisions

1. Under Clauses 2, 3. and 4. above, Our liability is limited to the extent to which the Sum Insured for Policy 1 is not otherwise expended.
2. Under Clauses 2. and 4. above, any differences relating to value may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be final and binding.

## Excesses

### Earthquake Excess

For earthquake or seismological disturbance, where loss or Damage occurs during any one period of 72 consecutive hours, the Excess is \$500, or the Excess amount shown in the Policy Schedule, whichever is greater.



## Policy 2 – Liability to Others

### What We insure

If selected and shown in the Schedule, We will insure You up to the Limit of Liability shown in the Schedule for Policy 2, if You become legally responsible to pay compensation for Personal Injury or Property Damage resulting from an Occurrence in connection with the ownership of Your Common Area and Insured Property that happens during the Period of Insurance.

Further, We will pay:

- a. all legal costs and expenses incurred by Us;
- b. reasonable cost of legal representation You necessarily incur with Our written consent, which We will not unreasonably withhold, at a coronial inquest or inquiry into any death which may be the subject of a claim for compensation under Policy 2;
- c. other reasonable expenses You necessarily incur that We have agreed to reimburse; and
- d. all interest accruing after judgment has been entered against You until We have paid, tendered or deposited in court the amount that We are liable to pay following judgment;

in addition to the Limit of Liability shown in the Schedule for Policy 2.

For the avoidance of doubt, We agree to insure You up to the Limit of Liability specified in the Schedule for Policy 2 for:

#### 1. Bridges, roadways, kerbing, footpaths, services

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from bridges, roadways, kerbing, footpaths, underground and overhead services You own at the Situation.

#### 2. Car park liability

compensation You become legally responsible to pay for Personal Injury or Property Damage to Vehicles in Your physical or legal control where such Property Damage occurs in a car park You own at the Situation.

We will not pay if the Vehicle is owned or being used by You or is being used on Your behalf.

#### 3. Fertiliser, pesticide, herbicide application

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from the application of any fertiliser, pesticide or herbicide to Insured Property.

We will not pay:

- a. unless the fertiliser, pesticide or herbicide has been applied in conformity with any public or statutory authority requirement or, in the absence of any such requirement, in conformity with the manufacturer's recommendations;
- b. for Damage to Insured Property, or its improvements including gardens and lawns, to which the fertiliser, pesticide or herbicide was being applied.

#### 4. Hiring out of sporting and recreational facilities

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from the hiring out of sporting or recreational facilities (such as but not limited to tennis courts or swimming pools) owned by You.

#### 5. Recreational activities

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from recreational or social activities arranged for and on behalf of Lot Owners and occupiers of Lots/Units.

#### 6. Services

compensation You become legally responsible to pay for Personal Injury or Property Damage arising out of the service or services You provide for the benefit, general use and enjoyment of Lot Owners and occupiers of Lots/Units at Your Situation.

Services includes local council requirements for contractors (e.g. garbage) to enter Your Insured Property to perform related services.

We will not pay for any act of negligence of any council contractors on their part.

#### 7. Watercraft

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from any Watercraft (not exceeding eight metres in length) owned by You, in Your possession or physical or legal control.

We will not pay if any such item is or should have been insured under legislation of the State or Territory of Australia in which it is being used.

#### 8. Wheelchairs, domestic garden equipment, other Vehicles

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from any wheelchair, domestic garden equipment including lawn mowers, golf cart, golf buggy or other Vehicle owned by You, in Your possession or physical or legal control.

We will not pay if any such item is or should have been registered and/or insured under legislation in the State or Territory of Australia in which it is being used.

#### 9. Court appearance

We will pay compensation of \$250 per day if We require a Member or Your Body Corporate Manager/Agent to attend a Court as a witness in connection with a claim under Policy 2.

### Exclusions

We will not pay for any claim:

1. in connection with any liability for Personal Injury to any employee arising out of or in the course of their employment with You.
2. in respect of liability imposed by the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated.
3. in respect of:
  - a. damage to property belonging to, rented by or leased by You or in Your physical or legal control, other than as provided under the operative items of Policy 2;
  - b. damage to property belonging to any person who is deemed a worker or employee within the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated;
  - c. injury to or death of animals on Your Common Area;
  - d. Personal Injury or Property Damage caused by animals on Your Common Area other than guard or watch dogs You employ for security purposes.



4. arising out of the rendering or failure to render professional advice by You or any error or omission connected therewith. This exclusion does not apply to the rendering or failure to render professional medical advice by a legally qualified medical practitioner, legally qualified registered nurse, dentist or first aid attendant You use to provide first aid services at Your Situation.
5. arising out of the publication or utterance of a defamation, libel or slander:
  - a. made prior to the commencement of Policy 2;
  - b. made by You or at Your direction when You knew it to be false.
6. arising out of the ownership, possession or use by You of any Vehicle, Watercraft, hovercraft, aircraft or aircraft landing areas other than as provided under the operative items of Policy 2.
7. arising out of or in connection with the ownership of marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) if such facilities are used for commercial purposes or provide fuel distribution facilities, unless We otherwise agree in writing.
8. arising out of construction, erection, demolition, alterations or additions to Your Insured Property where the cost of such work exceeds \$500,000, unless You advise Us and obtain Our written consent, which We will not unreasonably withhold, to continue cover before commencement of such works.
9. arising from vibration or from the removal or weakening of or interference with the support of land or buildings or any other property.
10. arising under the terms of any agreement unless liability would have attached to You in the absence of such agreement.  
This exclusion does not apply to:
  - a. liability assumed by You under any contract or lease of real or personal property;
  - b. liability assumed by You in the course of ownership of Your Common Area and Insured Property under the terms of any written agreement with the company, person or firm appointed to manage ownership of Your Common Area and Insured Property except where liability arises out of:
    - i. any act of negligence on their part; or
    - ii. by their default in performing their obligations under such agreement.
11. arising out of or caused by the discharge, dispersal, release or escape of Pollutants into or upon property, land, the atmosphere, or any water course or body of water. This exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place during the Period of Insurance.
12. arising out of or incurred in the prevention, removing, nullifying or clean-up of any contamination or pollution. This exclusion does not apply to clean-up, removal or nullifying expenses only which are incurred after a sudden, identifiable, unexpected and unintended happening which takes place in its entirety at a specific time and place during the Period of Insurance.
13. for fines or penalties or for punitive, aggravated, exemplary or additional damages (including interest and costs) imposed against You.
14. made or actions instituted:
  - a. outside Australia;

- b. which are governed by the laws of a foreign country.

## Definitions

The words listed below have been given a specific meaning and apply to Policy 2 when they begin with a capital letter.

## Occurrence

means an Event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended to happen by You.

## Personal Injury

means:

- a. bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury;
- b. false arrest, wrongful detention, false imprisonment or malicious prosecution;
- c. wrongful entry or eviction or other invasion of the right of privacy;
- d. a publication or utterance of defamatory or disparaging material;
- e. assault and battery not committed by You or any Lot Owner or at Your or their direction unless committed for the purpose of preventing or eliminating danger to person or property;

which happens during the Period of Insurance anywhere in Australia.

## Pollutants

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

## Property Damage

means:

- a. physical damage to or destruction of tangible property including its loss of use following such physical damage or destruction; or
- b. loss of use of tangible property which has not been physically damaged or destroyed provided that the loss of use has been caused by an Occurrence;

which happens during the Period of Insurance anywhere in Australia.



## Policy 3 – Voluntary Workers

### What We insure

If selected and shown in the Schedule, We will pay to a Voluntary Worker, or that person's estate, the corresponding benefit set out in the Table of Benefits below in the event of such Voluntary Worker sustaining bodily injury during the Period of Insurance:

- a. whilst voluntarily engaged in work on Your behalf; and
- b. caused solely and directly by accidental, external and visible means; and
- c. which, independently of any other cause results in the following insured events.

### Table of Benefits

| Insured event  | Benefit   |
|--|-----------|
| 1. Death   | \$200,000 |
| 2. Total and irrecoverable loss of all sight in both eyes  | \$200,000 |
| 3. Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot  | \$200,000 |
| 4. Total and permanent loss of the use of one hand or of the use of one foot   | \$100,000 |
| 5. Total and irrecoverable loss of all sight in one eye  | \$100,000 |
| 6.a. Total Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Total Disablement up to a maximum of 104 weeks.<br>The maximum benefit per week is:  | \$2,000   |
| 6.b. Partial Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Partial Disablement up to a maximum of 104 weeks.<br>The maximum benefit per week is:  | \$1,000   |
| 7. The reasonable cost of domestic assistance certified by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities – in respect of each week of disablement a weekly benefit not exceeding \$500 up to a maximum of: | \$5,000   |
| 8. The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury to obtain medical treatment – up to maximum of:   | \$2,000   |
| 9. The reasonable cost of home tutorial expenses if the Voluntary Worker is a full time student – in respect of each week of Total Disablement a weekly benefit not exceeding \$250 up to a maximum of:  | \$2,500   |
| 10. The reasonable cost of burial or cremation of a Voluntary Worker up to a maximum of:   | \$5,000   |

### Exclusions

We will not pay any benefits with respect to any insured events referred to in the Table of Benefits:

- a. arising out of intentional self-injury or suicide, or any attempt;
- b. attributable wholly or in part to childbirth or pregnancy, notwithstanding that miscarriage or childbirth may have been accelerated or induced by the bodily injury sustained;
- c. arising out of a Voluntary Worker being under the influence of alcohol or any drug, other than a drug prescribed by a qualified medical practitioner;
- d. to children under the age of 12 years;
- e. for bodily injury that does not manifest itself within 12 months of sustaining such bodily injury;
- f. arising out of a Voluntary Worker failing to procure and follow proper medical advice from a legally qualified medical practitioner;
- g. which is covered by Medicare, any workers' compensation legislation, any transport accident legislation, any common law entitlement, any government sponsored fund, plan or medical benefit scheme or any other insurance policy required to be effected by or under law;
- h. which would result in Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth);
- i. for more than one of insured events 6.a. and 6.b. in respect of the same period of time;
- j. under insured events 6.a. and 6.b. in respect of persons not in receipt of wages, salaries or other remuneration from their personal exertion.

### Conditions

The following conditions apply:

- a. If a Voluntary Worker becomes entitled to benefits under more than one of the insured events 1 to 5 in respect of the same bodily injury, the benefits payable will be cumulative up to 100% of the benefit payable for insured event 1.
- b. After the occurrence of any one of the insured events 2 to 5 there will be no further liability under Policy 3 – Voluntary Workers for these insured events in respect of the same Voluntary Worker.
- c. In the event of a claim involving the death of a Voluntary Worker We will be entitled to have a post-mortem examination carried out at Our expense.

### Definitions

The words listed below have been given a specific meaning and apply to Policy 3 when they begin with a capital letter.

#### Partial Disablement

means Partial Disablement which entirely prevents a Voluntary Worker from carrying out the normal duties of such person's usual occupation, profession or business or, where such person engages in more than one occupation, profession or business, any of them.

#### Total Disablement

means Total Disablement which entirely prevents a Voluntary Worker from carrying out all of the normal duties of such person's usual occupation, profession or business or, where such person engages in more than one occupation, profession or business, all of them.



## Policy 4 – Fidelity Guarantee

### What We insure

If selected and shown in the Schedule, We will pay, up to the Sum Insured shown in the Schedule, in respect of fraudulent misappropriation of Your Funds committed during the Period of Insurance.

### Exclusions

We will not pay for:

1. any fraudulent misappropriation unless and until You have exhausted Your rights and entitlements to payment pursuant to any other fidelity bond or fidelity fund of whatsoever nature which might exist whether effected pursuant to statute or otherwise;
2. any fraudulent misappropriation committed after the initial discovery of loss;
3. any losses arising out of fraudulent misappropriation committed prior to the commencement of Policy 4;
4. any claims arising out of losses discovered more than 12 months after the expiry of Policy 4, or any renewal thereof.

### Definitions

The word listed below has been given a specific meaning and applies to Policy 4 when it begins with a capital letter.

### Funds

means money, securities or tangible property received by You, or collected on Your behalf, which has been or was to be set aside for the financial management of Your affairs. Funds do not include the personal money, securities or tangible property of Lot Owners or Members.





## Policy 5 – Office Bearers’ Legal Liability

This Policy 5 - Office Bearers’ Legal Liability is issued on a Claims made and notified basis. This means Policy 5 responds to Claims first made against You during the Period of Insurance and notified to Us during the same Period of Insurance.

### What We insure

If selected and shown in the Schedule, We will, subject to any Excess specified in the Schedule:

- pay on Your behalf all Loss for which You are not indemnified by Your Body Corporate; or
- pay on behalf of Your Body Corporate all Loss for which they grant indemnification to You, as permitted or required by law, or for which Your Body Corporate is vicariously liable at law,

arising from any Claim:

- a. first made against:
  - i. You, individually or otherwise; or
  - ii. Your Body Corporate Manager/Agent while acting as an Office Bearer;during the Period of Insurance; and
- b. reported to Us during the Period of Insurance or within 30 days thereafter.

Provided that Claims which do not comply with all of Clause a. and b. of this insuring clause are not, other than as provided under Special Benefit 2 – Continuous cover of Policy 5 – Office Bearers’ Legal Liability, the subject of this insurance or any indemnity.

The amount payable in respect of all Claims under Policy 5 will not in the aggregate exceed the Limit of Liability stated in the Schedule, inclusive of claimant’s costs and expenses and Defence Costs incurred by Us, during the currency of any one Period of Insurance.

### Special Benefits

#### 1. Payment of Defence Costs

In relation to any Claim under Policy 5:

- a. where indemnity has been confirmed by Us in writing, We will pay Defence Costs arising from such Claim;
- b. where indemnity has not been confirmed by Us in writing, We will:
  - i. where We conduct the defence or settlement of such Claim, pay Defence Costs arising from such Claim; or
  - ii. in any other case, reasonably decide to pay the Defence Costs arising from such Claim.

Provided always that in the event the Claim is withdrawn or that indemnity under Policy 5 is subsequently withdrawn or denied, We will cease to advance Defence Costs and You will refund any Defence Costs advanced by Us to the extent that You were not entitled to such Defence Costs, unless We agree in writing to waive recovery of such Defence Costs.

#### 2. Continuous cover

Should a Claim, fact or circumstance arise which should have been or could have been notified to Us during a prior Period of Insurance

of Policy 5 or under an earlier Office Bearers’ Legal Liability Insurance Policy issued by Us, We will accept the notification of such Claim, fact or circumstance under Policy 5, provided always that:

- a. We have continuously been the Insurer under an Office Bearers’ Legal Liability Insurance Policy between the date when such notification should have been given and the date when such notification was in fact given; and
- b. the terms and conditions applicable to this Special Benefit 2 – Continuous cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Policy 5 under which the notification should have or could have been given.

#### 3. Extended period of cover

Should a Claim, fact or circumstance arise within a period of 30 days following the expiry date of Policy 5 and Your renewal instructions have not been received We will, subject to Your renewal instructions being received by Us within that period, accept the notification of such Claim, fact or circumstance under Policy 5.

Provided always that the terms and conditions applicable to this Special Benefit 3 – Extended period of cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Policy 5 during the immediate prior Period of Insurance.

### Exclusions

We will not pay for:

1. Claims arising from circumstances which You knew of prior to the Policy 5 inception, or a reasonable person in the circumstances could be expected to know, to be circumstances which may give rise to a Claim against You;
2. any dishonest or fraudulent act, criminal act or malicious act or omission of Yours or of any person at any time employed by You, but this exclusion will not apply to the costs incurred by You in successfully defending any Claim or suit made against You;
3. Claims for death, bodily injury, sickness, disease (including communicable disease), or damage to property. However this exclusion will not apply to loss or damage to Documents which are Your property, or entrusted to You, or costs and expenses incurred by You in replacing or restoring such Documents;
4. Claims resulting from Your intentional decision not to effect and maintain insurances as required by the Strata Legislation applying where Your Insured Property is situated;
5. Claims arising out of a publication or utterance of a libel or slander or other defamatory or disparaging material;
6. fines, penalties, punitive or exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;
7. You gaining or having gained any personal profit or advantage to which You were not legally entitled or for which You may be held accountable to the Body Corporate or any individual Member thereof;
8. monies or gratuity given to You without authorisation by the Body Corporate where such authorisation is necessary pursuant to the Articles of the Body Corporate or prescribed law;
9. a conflict of duty or interest of Yours;
10. any intentional exercise of the powers of You for a purpose other than the purpose for which such powers were conferred by the



Articles of the Body Corporate;

11. any Wrongful Act made or threatened or in any way intimated on or before the inception date specified in the Schedule, except as otherwise provided in Special Benefit 2 – Continuous cover of Policy 5;
12. Claims first notified to Us after the expiry of Policy 5, except as otherwise provided in Insuring Clause b. of Policy 5;
13. Claims brought against Your Body Corporate Manager/Agent, other than as covered under a.ii. of the Insuring Clause hereof, or other contracted person(s), firm or company when acting in their professional capacity;
14. Claims brought against You in a Court of Law outside Australia.

## Conditions

### Defence and settlement

If You refuse to consent to any settlement recommended by Us and elect to continue any legal proceedings in connection therewith, Our liability for the Claim will not exceed the amount for which the Claim could have been settled including the costs and expenses incurred up to the date of such refusal.

The amount for which the Claim could have been settled (including the costs and expenses incurred up to the date of such refusal) is either:

- a. the amount for which the claimants offer to settle the Claim; or
- b. the amount assessed by a Senior Counsel, taking into account:
  - i. the economics of the matter;
  - ii. the damages and costs which are likely to be recovered from the claimants;
  - iii. the likely Defence Costs; and
  - iv. Your prospects of successfully defending the Claim.

If You and We cannot agree on the Senior Counsel, We will ask the President of the Bar Association in the relevant State or Territory to nominate one.

We will include the cost of the Senior Counsel's opinion in Your Defence Costs.

### Reporting and notice

A specific Wrongful Act will be considered to have been first reported to Us:

- a. at the time You first give written notice to Us that a Claim has been made against You for such Wrongful Act; or
- b. at the time You first give written notice to Us:
  - i. having the potential of giving rise to a Claim being made against You;
  - ii. of the receipt of written or oral notice from any party that it is the intention of such party to hold You responsible for such Wrongful Act;

whichever first occurs.

## Definitions

The words listed below have been given a specific meaning and apply to Policy 5 when they begin with a capital letter.

### Claim, Claims

means:

- a. a written or verbal allegation of any Wrongful Act; or
- b. a civil proceeding commenced by the service of a complaint, summons, statement of Claim or similar pleading alleging any Wrongful Act; or
- c. a criminal proceeding commenced by a summons or charge alleging any Wrongful Act.

### Defence Costs

means costs, charges and expenses (other than Your fees, salaries or salaries of Your employees) incurred by Us or with Our written consent (such consent not to be unreasonably withheld) in the investigation, defence, monitoring or settlement of any Claim or proceedings and appeals therefrom together with the costs of appeal.

### Documents

means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whether written, printed or reproduced by any other method but does not include currency notes or negotiable instruments of any kind.

### Loss

means the amount payable in respect of a Claim made against You for a Wrongful Act and will include damages, judgements, settlements, orders for costs and Defence Costs.

### Office Bearer

means:

- a. a person appointed by the Body Corporate to act as an Office Bearer or committee member in terms of the Strata Legislation applying where Your Insured Property and Common Area is situated;
- b. a Body Corporate Manager appointed as an agent of an Office Bearer and/or committee member;
- c. a person invited by an Office Bearer and/or committee member to assist in the management of the Body Corporate affairs.

### Wrongful Act

means any error, misstatement, act or omission, or neglect or breach of duty made, committed, attempted or allegedly made, committed or attempted by You or any matter claimed against You solely by reason:

- a. of You serving as an Office Bearer or committee member or director of the Body Corporate; or
- b. as an Office Bearer on a related building management committee provided at the time of serving as an Office Bearer on that committee You are also an Office Bearer or committee member or nominee or director of Your Body Corporate.

Where any such Wrongful Act results in more than one Claim all such Claims will jointly constitute one Loss and be deemed to have originated in the earliest Period of Insurance in which any of such Wrongful Acts is first reported to Us.





## Policy 6 – Machinery Breakdown

### What We insure

If selected and shown in the Schedule, We will insure You up to the Sum Insured for Policy 6 shown in the Schedule for Insured Damage provided that the Insured Item is within Your Situation and is in the ordinary course of working at the time Damage occurs.

The amount We pay will:

- be calculated in accordance with the clause herein titled 'Claims - how We will settle Your claim';
- be subject to the application of any Excess shown in the Schedule; and
- not exceed the Sum Insured stated in the Schedule.

### Additional Benefits

Additional Benefits are included when the Sum Insured under Policy 6 is not otherwise expended in respect of any one Event. We will pay for the reasonable cost of:

1. expediting repair including overtime working;
2. express or air freight;
3. replacing oil and refrigerant gas from air-conditioning units or refrigeration units;
4. hiring a temporary replacement item provided such cost is necessary to maintain a vital service provided by You.

These costs must be incurred as the result of Insured Damage.

### Special Benefit

Special Benefit for Loss of Rent and/or Temporary Accommodation following a breakdown of plant and equipment is included in addition to the Sum Insured under Policy 6.

We will pay for the reasonable cost of:

1. Temporary Accommodation You necessarily incur;
2. the actual Rent You lose;

if Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose by the breakdown of plant and equipment resulting from Damage by an Event claimable under Policy 6 provided the breakdown of plant and equipment extends for more than seven days We will pay from the time of the breakdown of plant and equipment until the time such plant and equipment is repaired or replaced.

Unless otherwise agreed in writing, Our liability for Loss of Rent or Temporary Accommodation will be limited up to a maximum of 20% of the amount shown in the Schedule as applying to Policy 6, and not exceeding a maximum of 30 days following the breakdown of plant and equipment.

### Exclusions

We will not pay for:

1. Damage caused by:
  - a. Wear and Tear;
  - b. chipping, scratching or discolouration of painted, polished or finished surfaces;
  - c. the deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving which had not previously

penetrated completely through the entire thickness of the material of the Insured Item, notwithstanding that repair or renewal of the part affected may be necessary either immediately or at some future time, except where caused by Insured Damage and You did not know or should not reasonably have known of the pre-existing condition;

- d. the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions, rust, Erosion, corrosion, oxidation or ordinary use;
  - e. the tightening of loose parts, recalibration or adjustments;
  - f. the carrying out of tests involving abnormal stresses or the intentional overloading of any Insured Item.
2. Damage to:
    - a. glass or ceramic components;
    - b. defective tube joints or other defective joints or seams;
    - c. any valve fitting, shaft seal, gland packing joint or connection except where caused directly by Insured Damage;
    - d. foundations, brickwork, and refractory materials forming part of an Insured Item;
    - e. television, video or audio equipment other than security system equipment;
    - f. expendable items, including electrical and electronic glass bulbs, tubes, lamps, x-ray tubes, electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;
    - g. computers, telecommunication transmitting and receiving equipment, Electronic Data processing equipment, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, stationary and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating electrical wiring, water and gas piping and all other plant and equipment not owned by You;
    - h. plant which has been hired or is on loan unless We specifically agree in writing.
  3. consequential loss of any kind, including but not limited to loss of use, loss of contract, loss of profit/revenue, loss of opportunity, loss of goodwill and/or reputational damage, or special damages, other than that which is specifically stated.
  4. Damage caused by the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.
  5. Damage occurring during installation or erection other than the dismantling, movement and re-erection for the purpose of cleaning, inspection, repair or installation in another position within the Situation.
  6. Damage which is claimable from any manufacturer, supplier, engineer or other person under the provisions of any maintenance or warranty agreement.
  7. loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts.
  8. the cost of converting refrigeration/air-conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas.



### **Claims - how We will settle Your claim**

If Your claim is accepted, We will, in consultation with You, settle Your claim by repairing or replacing the Insured Item, or paying for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Insured Damage.

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

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

### **Definitions**

The words listed below have been given a specific meaning and these specific meanings apply to Policy 6 – Machinery Breakdown when the words begin with a capital letter.

#### **Insured Damage**

means Damage which occurs during the Period of Insurance and requires repair or Replacement to allow continuation of use, other than by a cause:

- a. which is covered under Policy 1 – Insured Property; or
- b. which is not claimable under Policy 6 – Machinery Breakdown.

#### **Insured Item**

means:

- a. lifts, elevators, escalators and inclinator provided they are subject to a current comprehensive maintenance agreement;
- b. all other electrical, electronic and mechanical machinery, boilers and pressure vessels and similar plant;

that forms part of Your Insured Property or its services.



## Policy 7 – Catastrophe Insurance

### What We insure

If selected and shown in the Schedule, We insure You up to the Sum Insured shown in the Schedule for Policy 7, against the Escalation in the cost of Replacement of Your Insured Property if it is destroyed, or it is assessed as a constructive total loss, following a loss which occurs during the Period of Insurance:

1. a. due to a Catastrophe; or
  - b. other Event which occurs not later than 60 days after a Catastrophe, provided Your Insured Property has been continuously insured with Us for that period; and
2. the Event giving rise to the loss is admitted as a claim under Policy 1 – Insured Property.

### Special Benefits

Special Benefits are included in addition to the Sum Insured for Policy 7.

The total amount We will pay under Special Benefits 1 to 4 arising out of any Event claimable under Policy 7 is limited to the percentages shown hereunder of the Sum Insured for Policy 7 or such other percentage as We may agree in writing.

- a. Special Benefit 1. 15%;
- b. Special Benefit 2. 5%;
- c. Special Benefit 3. and 4. combined 5%.

#### 1. Temporary Accommodation / Rent - extended period of cover

##### a. Temporary Accommodation

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

- due to the happening of a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure'; and
- the Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property.

We will pay from the time indemnity provided under Special Benefit 1.a. of Policy 1 – Insured Property is expended until the time Your Lot/Unit can be re-occupied following completion of rebuilding, repairs or Replacement.

##### b. Rent

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

- due to the happening of a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure'; and
- the Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property.

We will pay from the time indemnity provided under Special Benefit 1.b. of Policy 1 – Insured Property is expended until the time Your Lot/Unit or Common Area is relet following completion of rebuilding, repairs or Replacement provided You demonstrate You have taken all reasonable actions to obtain a new Tenant.

#### 2. Temporary Accommodation – escalation in cost

When You occupy Your Lot/Unit We will pay for Escalation in the Cost of Temporary Accommodation You necessarily incur if Your Lot/Unit is Damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure'; and
- the Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property.

We will pay from the time Temporary Accommodation is obtained until the time Your Lot/Unit can be re-occupied following completion of rebuilding, repairs or Replacement.

#### 3. Removal, storage

We will pay for the costs You necessarily incur in:

- a. removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;
- b. storing the undamaged portion at that place or an equivalent alternate place;
- c. returning the undamaged portion to Your Situation when occupancy of Your Insured Property is permitted;
- d. insuring Your undamaged Insured Property during such removal, storage and return.

We will pay if the Damage to Your Insured Property is due to:

- the happening of a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure'; and
- the Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property.

The amount We pay will be reduced by any amount payable for such costs under Policy 1 – Insured Property.

#### 4. Cost of Evacuation

When You occupy Your Lot/Unit for residential purposes We will pay for the Cost of Evacuation You, or any person or persons permanently residing with You at the time immediately prior to such a happening, necessarily incurred following an order issued by a public or statutory authority, body, entity or person so empowered by law, to evacuate Your Lot/Unit:

- due to the happening of a Catastrophe; and
- the Damage to Your Lot/Unit is admitted as a claim under Policy 1 – Insured Property.

Any Cost of Evacuation so payable will be reduced by any amount paid or payable by way of compensation by any public or statutory authority.

### Claims - how We will settle Your claim

The basis upon which the amount payable as escalation in the cost of Replacement is to be calculated as the difference between:

- a. the actual cost necessarily incurred to rebuild, repair or replace Your Insured Property following a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure'; and
- b. the greater of either:
  - i. the cost that would have applied to rebuild, repair or replace Your Insured Property in terms of Policy 1 – Insured Property immediately prior to the Catastrophe; or



- ii. the Sum Insured in force under Policy 1 – Insured Property at the time of the Catastrophe, or other Event referred to in Clause 1.b. of ‘What We insure’.

### Special Provisions

1. No payment will be made under Policy 7 until such time as the greater amount determined in accordance with the provisions of Clause b. of ‘Claims – how We will settle Your claim’ has been fully expended in Replacement of Your Insured Property.
2. In certifying the cost of Replacement of Your Insured Property at the time immediately prior to a happening giving rise to a claim under Policy 7 the qualified valuer, loss adjuster or other suitably qualified person will use as the basis of certification:
  - a. the accepted building industry cost standards or recognised cost of materials guide in force on the day immediately prior to the happening of the Catastrophe or a day as close as practicable thereto;
  - b. any extra cost necessarily incurred to comply with any public or statutory authority requirements but will not include any cost that would have been incurred in complying with orders issued prior to the Damage;
  - c. architects’ fees, surveyors’ fees and any other professional fees;
  - d. legal fees necessarily incurred in making submissions or applications to any public or statutory authority, Builders Licensing Board, or Land and Environment Courts as a result of Damage to Your Insured Property;
  - e. fees, contributions or imposts payable to any public or statutory authority to obtain consent to rebuild, replace or repair Your Insured Property.
3. Any differences relating to the cost of Replacement at the time immediately prior to a happening giving rise to a claim under Policy 7 may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be binding.

### Conditions

Policy 7 is subject to the same terms, conditions and exclusions as Policy 1 – Insured Property, except as they may be expressly varied herein.

### Definitions

The words listed below have been given a specific meaning and apply to Policy 7 when they begin with a capital letter.

#### Catastrophe

means an Event which is sudden and widespread and which causes substantial damage to property over a large area, and as a result of which the Insurance Council of Australia issues a catastrophe code.

#### Cost of Evacuation

means costs necessarily incurred for road, rail, air or sea transport to the designated place of evacuation and returning to Your Situation from the place of evacuation to resume permanent residency.

#### Escalation in the Cost of Temporary Accommodation

means, when a Lot/Unit in Your Insured Property is occupied by a Lot Owner, the difference between:

- a. the amount of money payable for rental of a residential building or similar type accommodation of substantially the same size, containing similar facilities and in an equivalent suburban environment as Your Insured Property, following a Catastrophe or other loss referred to in Clause 1.b. of ‘What We insure’; and
- b. the cost of Temporary Accommodation that would have applied had the Catastrophe not occurred.



## Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses

This Policy 8 is issued on a Claims made and notified basis. This means Parts A, B and C of Policy 8 respond to Claims first made against You during the Period of Insurance and notified to Us during the same Period of Insurance.

### Part A: Government Audit Costs

#### What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part A: Government Audit Costs of Policy 8 in the Schedule, for Professional Fees You reasonably incur with Our written consent, which We will not unreasonably withhold, in connection with an Audit first notified to You verbally or in writing during the Period of Insurance or within 30 days thereafter.

We will not pay more than the Sum Insured for Part A: Government Audit Costs for:

- a. any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;
- b. all Claims reported in any one Period of Insurance.

#### Additional Benefit

##### 1. Record Keeping Audit

We will pay up to \$1,000 in any one Period of Insurance for Professional Fees You reasonably incur with Our written consent, which We will not unreasonably withhold, in connection with a Record Keeping Audit.

#### Exclusions

##### 1. We will not pay for Professional Fees:

- a. if prior to the commencement of the Period of Insurance You, or any person acting on Your behalf:
  - i. received any notice of a proposed Audit;
  - ii. had information that an Audit was likely to take place;
  - iii. had information that would indicate to a reasonable person that an Audit was likely to take place.
- b. if a return, or a document required to be lodged in relation to an Audit, has not been lodged:
  - i. at all;
  - ii. properly;
  - iii. by the due date.
- c. for any Audit that is conducted specifically for the purposes of determining if a fine, penalty or prosecution should be imposed in connection with:
  - i. any act or omission by You; or
  - ii. any failure, act or omission arising from or in connection with Your statutory obligations.
- d. charged by someone other than a Professional Adviser unless We have given Our prior written consent, which We will not unreasonably withhold.

- e. relating to the Audit of Your taxation and financial affairs unless the return is first lodged:
    - i. during the Period of Insurance; or
    - ii. not more than 12 months prior to the original inception date of Policy 8; or
    - iii. relates to a return for a financial year not more than three years prior to the date You receive notification of an Audit.
  - f. relating to an Audit if You fail to comply with any requirement or obligation imposed upon You by any relevant legislation if a return in relation to the Audit was not prepared or reviewed by Your Professional Adviser prior to dispatch.
  - g. if You breach any conditions in this Policy, including failing to comply with any requirement imposed by any relevant legislation or failing to do what We require You to do if You intend to make a Claim or You make a Claim.
2. We will not under any circumstances pay for the cost of:
- a. any fines, penalties, interest or adjustment of tax, additional tax, duty, government impost or similar charges;
  - b. any review pertaining to You maintaining any industry status, licence, membership or compliance with any employee related legislation or regulations;
  - c. the gathering of data or information by any government, statutory body, authority or agency that is not directly part of an Audit.

#### Conditions

##### 1. We require You to:

- a. make all efforts to comply with the relevant legislation, procedures and guidelines issued by the Australian Taxation Office, or Commonwealth, State or Territory Department, Statutory Body or Agency in relation to the maintenance of records, books and documents;
- b. lodge taxation and other statutory returns within the prescribed time limits or if an extension is granted within the further period granted;
- c. upon becoming notified of an Audit or impending Audit promptly inform CHU by telephone, in writing or in person;
- d. obtain CHU's written approval, which We will not unreasonably withhold, before engaging a Professional Adviser, other than Your accountant, and notify them of all Professional Fees Your accountant proposes to charge.

##### 2. An Audit commences:

- a. at the time You first receive notice that an Auditor proposes to conduct an Audit; and
- b. is completed when:
  - i. the Auditor has given written notice to that effect; or
  - ii. the Auditor notifies You that it has made a Final Decision of a Designated Liability; or
  - iii. when the Auditor has issued an assessment or amended assessment of a Designated Liability.



## Part B: Appeal Expenses - common property, health and safety breaches

### What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part B: Appeal Expenses of Policy 8 in the Schedule for Appeal Expenses You necessarily incur with Our consent, which We will not unreasonably withhold, in appealing against:

- a. the imposition of an improvement or prohibition notice under any workplace, occupational health, safety or similar legislation applying where Your Insured Property is situated; or
- b. the determination under any workplace occupational health, safety or similar legislation applying where Your Insured Property is situated of a review committee, arbitrator, tribunal or Court.

We will not pay:

- a. unless any such notice or determination is first made or first brought against You during the Period of Insurance and You report it to Us during that Period of Insurance or within 30 days thereafter;
- b. more than the Sum Insured for Part B: Appeal Expenses for:
  - i. any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;
  - ii. all Claims reported in any one Period of Insurance.

The imposition of an improvement or prohibition notice must arise out of Your failure to provide and maintain so far as is reasonably practicable:

- a safe working environment;
- a safe system of work;
- plant and substances in a safe condition;
- adequate facilities of a prescribed kind for the welfare of Your employees.

## Part C: Legal Defence Expenses

### What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part C: Legal Defence Expenses of Policy 8 for Legal Defence Expenses You necessarily incur with Our written consent, which We will not unreasonably withhold, in connection with litigation arising out of a Claim made or brought against You less any Excess shown in the Schedule:

- a. in connection with the ownership of Your Common Area and Insured Property;
- b. under the Competition and Consumer Act 2010 (Cth) or under any other consumer protection legislation;
- c. arising out of any dispute with an employee, former employee or prospective employee:
  - i. concerning the terms and conditions of their contract of employment or alleged contract of employment with You;
  - ii. leading to civil or criminal proceedings under any racial or sexual discrimination legislation.

We will not pay:

- a. unless:

- i. any such Claim is first made or first brought against You during the Period of Insurance;
- ii. You report it to Us during that Period of Insurance or within 30 days thereafter;
- iii. there are reasonable grounds for the defence of any such Claim.
- b. more than the Sum Insured for Part C: Legal Defence Expenses for:
  - i. any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;
  - ii. all Claims reported in any one Period of Insurance.

### Excess

For each and every Claim You must, pay or contribute a minimum amount of \$1,000 unless otherwise shown in the Policy Schedule.

### Exclusions

#### 1. We do not insure Legal Defence Expenses for any Claim:

- a. which You have pursued or defended without Our written consent, which We will not unreasonably withhold;
- b. which You have pursued or defended contrary to or in a different manner from that advised by the Appointed Representative;
- c. arising from an act, omission, liability or Event for which indemnity is otherwise provided under Policy 2 – Liability to Others and Policy 5 – Office Bearers' Legal Liability or would have been provided if Policy 2 – Liability to Others and Policy 5 – Office Bearers' Legal Liability were operative;
- d. arising from circumstances that You knew of prior to the inception of this Policy, or a reasonable person in the circumstances could be expected to know, to be circumstances that may give rise to a Claim against You;
- e. arising from a deliberate act, including a deliberate act of fraud or dishonesty, on Your part if a judgment or other final adjudication adverse to You establishes that such act was committed or attempted by You with actual dishonest purpose or intent and was material to the cause of action so adjudicated;
- f. between You and Us including Our directors, employees or servants;
- g. which involves a conflict of duty or interest of Yours;
- h. made or threatened or in any way intimated on or before the inception date shown in the Schedule, except as otherwise provided by Condition 4 - Continuous cover;
- i. first notified to Us more than 30 days after the expiry of this Policy, except as otherwise provided by Condition 4 – Continuous cover.

#### 2. We will not be liable for:

- a. the cost of litigation or proceedings initiated by You;
- b. the payment of any compensation or damages of any kind other than Your liability to pay fees, expenses and disbursements of other persons or entities by reason of an order of any Court, Arbitrator or Tribunal.

### Conditions

#### 1. Appeal procedure

If You are dissatisfied with any decision made by a Court or Tribunal



and wish to appeal against that decision, You must:

- a. make a further written application to Us for Our written consent, which We will not unreasonably withhold, at least five business days prior to the expiry of the time for instituting an appeal; or
- b. if the time allowed by law to appeal is less than five business days, You must advise Us as soon as practicable.

Your application or advice must state the reasons, as fully as possible, for making an appeal.

If We are dissatisfied with any decision made by a Court or Tribunal and wish to appeal that decision You must reasonably co-operate with Us in the bringing of such an appeal. In this event We will pay all costs involved.

## 2. Bill of costs

You must forward Us all bills of costs or other communications relating to fees and expenses as soon as practicable after receipt by You. If requested by Us, You will instruct the Appointed Representative to submit the bill of costs for taxation or adjudication by any relevant professional body, Court or Tribunal.

You must not without Our written approval, which We will not unreasonably withhold, enter into any agreement with the Appointed Representative as to the level of fees and expenses to be charged. Further You must not represent to the Appointed Representative that all fees and expenses charged to Your account are insured by this Policy.

## 3. Consent

We will not be liable to indemnify You unless You have first obtained Our specific written consent, which We will not unreasonably withhold, to incur Legal Defence Expenses in the defence of any Claim instituted against You. The granting of any such consent will not be unreasonably withheld after You have given notice to Us of any occurrence or circumstance that might result in a Claim being made or proceedings instituted against You.

## 4. Continuous cover

Should a Claim arise which should have been or could have been notified to Us during a prior Period of Insurance when this Policy was operative, We will accept the notification of such Claim.

Provided always that:

- a. We have continuously been the Insurer between the date when such notification should have been given and the date when such notification was in fact given; and
- b. the terms and conditions applicable to Condition 4 – Continuous cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Policy under which the notification should have or could have been given.

## 5. Information to be given to the Appointed Representative

You will at all times and at Your own expense give to the Appointed Representative all such relevant information and assistance as reasonably required. You will give a complete and truthful account of the facts of the case, shall supply all relevant documentary and other evidence in Your possession relating to the Claim, will obtain and sign all relevant documents required to be obtained and signed and will attend any meetings or conferences when reasonably requested.

## 6. Nomination of Appointed Representative

You may request Us to nominate a solicitor to act as Your Appointed Representative or if You elect to nominate Your own solicitor to act as the Appointed Representative, You must submit the name and address of that solicitor to Us. We may reasonably accept or refuse such nomination and provide You with Our reason for reaching this decision.

If agreement cannot be reached on the appointment the President of the Law Society within Your State will be requested to nominate an Appointed Representative. During this period We will be entitled but not bound to instruct an Appointed Representative on Your behalf if We consider it necessary to do so to safeguard Your immediate interests. In all cases the Appointed Representative will be appointed in Your name and will act on Your behalf.

## 7. Offer of settlement

You must inform Us as soon as practicable and reasonable if You receive an offer to settle a Claim.

If such offer of settlement is considered to be fair and reasonable and You withhold Your agreement to such a settlement and elect to continue legal proceedings Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such settlement offer.

If You refuse a recommendation by the Appointed Representative to settle a Claim and elect to continue legal proceedings, Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such refusal.

## 8. Our access to the Appointed Representative

You will do all things reasonably necessary to allow Us to obtain from the Appointed Representative any relevant information, report documents or advice relating to the Claim. However You will not be prejudiced if the Appointed Representative refuses to make such information, report documentation or advice available to Us on the grounds that to do so might prejudice Your interests in any litigation that is involved or may be commenced.

## 9. Recovery of Legal Defence Expenses

If You are awarded costs, You must take all reasonable steps to recover such fees and expenses for which You are indemnified by this Policy. All such fees and expenses actually recovered will be taken into account when calculating Our liability.

## 10. Reporting and notice

A specific Claim will be considered to have been first reported to Us at the time You first give written notice to Us of the receipt of written or oral notice from any party or entity that it is the intention of such party or entity to hold You responsible for a civil or criminal act.

## Definitions

The words listed below have been given a specific meaning and apply to Policy 8 when they begin with a capital letter.

### Appeal Expenses

means legal costs, professional costs and other disbursements necessarily and reasonably incurred with Our consent, which We will not unreasonably withhold, in connection with a Claim brought against You.





### **Appointed Representative**

means a solicitor, barrister, assessor, consultant, investigator or other appropriately qualified person instructed to act on Your behalf in connection with any Claim with respect to which Legal Defence Expenses are payable under this Policy.

### **Audit**

means an audit or investigation of Your taxation and financial affairs by the Australian Taxation Office, or by a Commonwealth, State or Territory Department, Statutory Body or Agency in relation to and following the lodgement of Your return(s), including but not limited to Business Activity Statement (BAS), Capital Gains Tax, Fringe Benefits Tax, Income Tax, Prescribed Payment and Group Tax Returns, Payroll Tax, Stamp Duty, Compliance with Superannuation Industry Supervision Act 1993 and Workers Compensation Returns.

### **Auditor**

means an officer who is authorised under Commonwealth, State or Territory legislation to carry out an Audit of Your taxation or financial affairs.

### **Claim, Claims**

means:

- a. a written or verbal advice of intent to initiate legal proceedings or a civil or criminal action against You; or
- b. a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading against You; or
- c. a criminal proceeding commenced by a summons or charge against You.

### **Designated Liability**

means Your obligation to pay an amount under Commonwealth, State or Territory Legislation.

### **Final Decision**

means a written notification of the Auditors' completed views in connection with a Designated Liability and includes any written statement which is intended by the Auditor to be its findings or the basis upon which it proposes to act in connection with a Designated Liability.

### **Legal Defence Expenses**

means:

- a. fees, expenses and other disbursements necessarily and reasonably incurred by an Appointed Representative in connection with any Claim brought against You including costs and expenses of expert witnesses as well as those incurred by Us in connection with any such Claim;
- b. fees, expenses and disbursements incurred by persons or entities other than You in so far as You are liable to pay such fees, expenses and disbursements by reason of an order of any Court, Arbitrator or Tribunal;
- c. legal fees, expenses and other disbursements reasonably and necessarily incurred in appealing or resisting an appeal from the judgment or determination of a Court, Arbitrator or Tribunal.

### **Professional Adviser**

means:

- a. an accountant who is a member of a nationally recognised accounting body, registered tax agent or tax consultant;
- b. any other professional person or consultant engaged by or at the recommendation of the accountant with Our prior written approval, but does not mean You or any person working for You under a contract of employment.

### **Professional Fees**

means the reasonable and necessary fees, costs and disbursements incurred in connection with an Audit that would be payable by You to Your Professional Adviser for work undertaken in connection with an Audit, but does not mean or include fees, costs and disbursements that:

- a. form part of an annual or fixed fee or cost arrangement; or
- b. relate to any subsequent objection or appeal or request for review in respect of the Audit, or any assessment, amended assessment or Final Decision of the Auditor; or
- c. were rendered by a third party in relation to which Our written consent was not obtained before those fees were incurred; or
- d. relate to or are associated with the preparation of any accounts, financial statements or documents or to any attendance or service which would have been or would or should ordinarily or prudently have been prepared prior to or at the time that the lodgement of any return or document was required to be lodged in connection with a Designated Liability.

### **Record Keeping Audit**

means any enquiry or investigation to determine the extent of Your compliance with the record keeping requirements of relevant legislation that You have to comply with.



## Policy 9 - Lot Owners' Fixtures and Improvements

### What We insure

If selected and shown in the Schedule and You have exhausted the Sum Insured under Policy 1 - Insured Property, We insure You up to the Sum Insured shown for Policy 9 in the Schedule for Damage to Lot Owners' Fixtures and Improvements. The Event must be claimable under Policy 1 and must occur during the Period of Insurance.

Policy 9 is subject to the same terms, conditions and exclusions as Policy 1 – Insured Property, except as they may be expressly varied herein.

### Claims - how We will settle Your claim

If Lot Owners' Fixtures and Improvements are Damaged, and Your claim is accepted, We will either replace, repair or pay the amount it would cost to replace or repair.

The amount We pay under Policy 9 will be the cost of Replacement at the time of Replacement subject to the following provisions:

- a. the necessary work of replacing or repairing must be commenced and carried out without unreasonable delay;
- b. if You cause unreasonable delays in commencing or carrying out Replacement or repair, We will not pay any extra costs that result from that delay;
- c. where materials used in the original construction are not readily available We will use the nearest equivalent available;
- d. when We wish to replace or repair and You do not want this to occur We will only pay Indemnity Value.

We will not pay for the cost to:

- i. replace undamaged Lot Owners' Fixtures and Improvements;
- ii. replace or repair illegal installations.

### Definition

The words listed below have been given a specific meaning and apply to Policy 9 when it begins with a capital letter.

### Lot Owners' Fixtures and Improvements

means any fixture or structural improvement, installed by a Lot Owner for their exclusive use and which is permanently attached to or fixed to Your Building so as to become legally part of it, including any improvements made to an existing fixture or structure.

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Residential Strata Insurance Plan  
Product Disclosure Statement and Policy Wording



**Phone: 1300 361 263**

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

**[www.chu.com.au](http://www.chu.com.au)**

102520-10/2023

No 4 in series is M 11869672.

Orig. LF 11902112



10:44 1-Mar-2013

1 of 1

Fees: \$144.00

Prefix

LF

Series No.

5.

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

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

FORM APPROVED BY THE REGISTRAR-GENERAL

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

**BELOW THIS LINE FOR AGENT USE ONLY**

AGENT CODE

Lodged by: M Bishop

MPB7

Correction to: M Bishop

MPB7

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

1.....

2.....


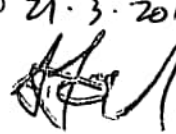

3.....

4.....

|             |          |
|-------------|----------|
| PICK-UP NO. | 11869669 |
| CP          | 27498    |

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

| ITEM(S) | AGENT CODE |
|---------|------------|
|         |            |
|         |            |
|         |            |
|         |            |
|         |            |

|  |   |
|--|---|
| CORRECTION   | PASSED<br> |
| REGISTERED 21.3.2013<br> PRO <br>REGISTRAR-GENERAL |   |

**SCHEME DESCRIPTION**

**COMMUNITY PLAN NUMBER** 27498

**ALLOTMENT 144 IN F 7181**

**OLIVE STREET GLENELG**

Scheme Description prepared in accordance  
with The Community Titles Act 1996

MLP Michele Philippa Bishop

## **INDEX**

- 1. Definitions**
- 2. Identification of the Community Parcel, Lots and Common Property**
- 3. Purposes for which the Lots may be used**
- 4. Standard of buildings and other improvements**
- 5. Development of Community Lots**
- 6. Development of the Common Property**
- 7. Conditions of Development imposed pursuant to the Development Act 1993**
- 8. Other information required by the Regulations**



## 1. DEFINITIONS

UNLESS THE CONTRARY APPEARS THE FOLLOWING APPLIES

- A. "The Act" means the *Community Titles Act 1996 as amended*.
- B. "Regulations under the Act" and "Regulations" means the *Community Titles Act Regulations 1996*.
- C. "The Corporation" means the Community Corporation No. Incorporated constituted in accordance with Part 9 of The Act.
- D. "The Common Property" means the Community Common Property for Community Plan No.
- E. "Community Plan" means Community Corporation Plan No.
- F. "Community Parcel" means the whole of the land comprised in the Community Plan.
- G. "The Developer" means Olive Court Homes Ltd.
- H. "The Council" means the City of Holdfast Bay.
- I. "a Lot" means a Community Lot as defined in The Act.
- J. Reference to "motor vehicle" shall mean and include motor vehicles licensed to carry up to eight (8) persons including passenger cars, vans, four wheel drives, utilities and motor cycles as defined in the *Road Traffic Act, 1982*.
- K. "The Owner and "The Occupier" shall have corresponding meaning and definition as described in The Act.
- L. Reference to the masculine includes the feminine and includes a firm, a body Corporate, an Association or an Authority.
- M. Singular includes the plural and vice versa.
- N. All other terms used in the document where not specifically defined herein shall have the corresponding meaning and definition as described in The Act.

*110/C055/09*

- O. Heading are inserted for the convenience and do not affect the interpretation of this Scheme Description.
- P. If the whole or any portion of a provision in the Scheme Description is invalid, unenforceable or illegal, it is severed with the remained of this Scheme Description have full forced and effect.
- Q. Reference to "motor vehicle" shall mean and include motor vehicles licensed to carry up to eight persons including passenger cars, vans, four wheel drives, utilities and motor cycles as defined in the Road Traffic Act, 1982.

## **2. IDENTIFICATION OF THE COMMUNITY PARCEL, LOTS AND COMMON PROPERTY**

The Community Parcel and the Lots and Common Property into which the parcel is to be divided are identified as Allotment 144 in Filed Plan No. 7181, and being located at Glenelg SA 5045.

## **3. PURPOSES FOR WHICH THE LOTS MAY BE USED**

All Lots are intended to be used for residential purpose.

## **4. STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS**

- 4.1 Buildings exist on each Lot.
- 4.2 Any additional buildings or improvements, or alterations or additions to existing building or improvements, or replacements of existing buildings or improvements, whether on Lots or Common Property, shall be located designed and constructed in a manner and to a standard consistent with the existing buildings and improvements.

## **5. DEVELOPMENT OF COMMUNITY LOTS**

Any future development on the Lots shall be in accordance with any development approval from the relevant planning authority and in accordance with provision 4. herein.

## **6. DEVELOPMENT OF THE COMMON PROPERTY**

It is intended that the Common Property will comprise the provision of the service infrastructure.

**8. CONDITIONS OF DEVELOPMENT IMPOSED PURSUANT TO  
THE DEVELOPMENT ACT 1993**

There are none.

**EXECUTED** by the Developer

*[Signature]*  
.....  
John Henry Butterworth

*[Signature]*  
.....  
Signature of WITNESS

*Presiding officer*

Signed in my presence by the ~~Transferee~~ who is either personally known to me or has satisfied me as to his or her identity. A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing.

*3*  
*Michele Philippa Bishop*  
.....  
Print Full Name of Witness (BLOCK LETTERS)

*18 Gann Court*  
.....  
Print Address of Witness

*Park Stoline SA 5043*  
.....

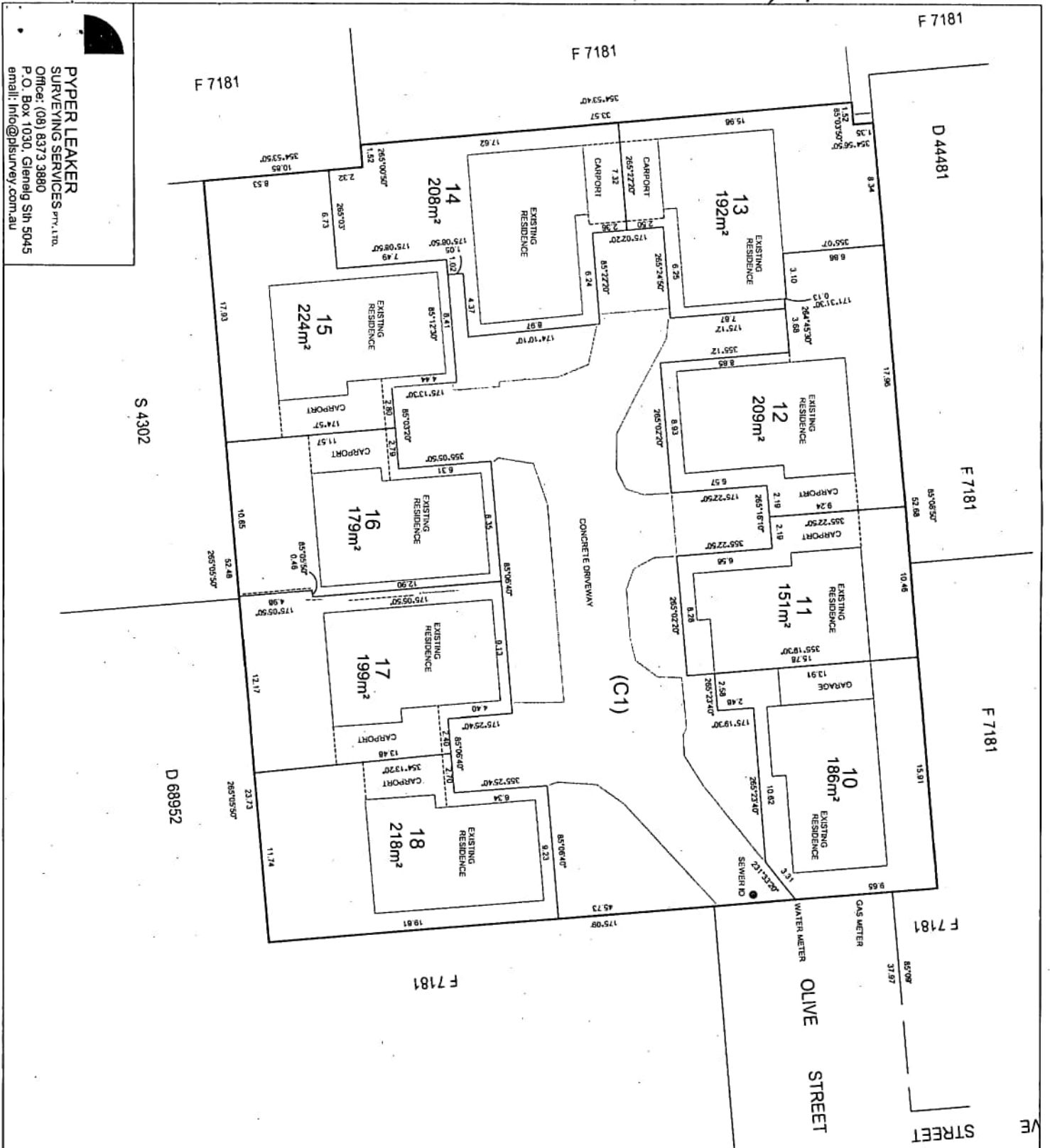
Business Hours Telephone Number *83742757*

The Corporation of the City of Holdfast Bay hereby endorses this Scheme Description in accordance with Section 14(4)(d) of the Community Titles Act 1996 as amended:

Signed by the authorized officer - City of Holdfast Bay

*[Signature]*

Anthony Maroncelli



|  |                                |   |   |
|--|--------------------------------|---|---|
| <p>DEVELOPMENT No.:<br/>TITLE SYSTEM: REAL PROPERTY ACT<br/>TITLE REFERENCE:<br/>CT 5804/734</p> <p>HUNDRED: NOARLUNGA<br/>AREA: GLENELG<br/>COUNCIL: CITY OF HOLTFAST BAY</p> | <p>ALLOTMENT 144 IN F 7181</p> | <p>STATEMENTS CONCERNING EASEMENTS ANNOTATIONS AND AMENDMENTS</p> <p>ALL STRUCTURES ARE EXISTING AND ARE TO REMAIN. PLAN PURPOSE IS TO CONVERT COMPANY TITLE TO COMMUNITY TITLE LOTS.</p> | <p>NOTE:<br/>THIS PLAN WAS PREPARED AS A PROPOSED SUBDIVISION AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE. THE DIMENSIONS SHOWN ARE FOR INFORMATION ONLY AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE. THE DIMENSIONS SHOWN ARE FOR INFORMATION ONLY AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE. THE DIMENSIONS SHOWN ARE FOR INFORMATION ONLY AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE.</p> <p>DATE: 12/06/2009 REF: PL2773</p> |
|--|--------------------------------|---|---|

**PYPER LEAKER**  
SURVEYING SERVICES PTY. LTD.  
Office: (08) 8373 3880  
P.O. Box 1030, Glenelg Sth 5045  
email: info@pysurvey.com.au



PO Box 1030  
GLENELG SOUTH SA 5045  
Office: (08) 8373 3880  
Fax: (08) 8294 0843  
Mobile: 0413 910 208  
dpyper@plsurvey.com.au

**PYPER LEAKER**

ACN 096 950 720 ABN 70 718 006 161

**SURVEYING SERVICES Pty. Ltd.**

21/07/2009

**Mr John Butterworth**

**Re: Plan of Division Community Title Olive Street Glenelg**

Dear John,

Please find listed below the various costs associated with the Land Division survey 1 into 9 Community Titles

**To: DEVELOPMENT ASSESSMENT COMMISSION**

|  |            |
|--|------------|
| Application for approval   | \$1181.30  |
| Open Space Reserve Fund<br>(per additional title created 8 x \$5430) | \$43440.00 |

**To: LANDS TITLES OFFICE**

|  |          |
|--|----------|
| Lodgement and examination of Outer Boundary Survey | \$935.50 |
| Lodgement and examination of Community Survey      | \$435.50 |
| New Titles 9 x \$69.00                             | \$621.00 |
| Lodgement of RTC                                   | \$309.00 |
| And/or   |          |
| Lodgement of RTU                                   | \$117.00 |
| Search fees  | \$250.00 |

**To: SA WATER**

|  |                  |
|--|------------------|
| New water service with 9 meters on manifold<br>Or utilise existing services if appropriate | \$5500.00approx. |
|--|------------------|

**To: PYPER LEAKER SURVEYING SERVICES**

**Surveying Fees**

**Stage 1**

Searching of relevant plans from the Lands Titles Office,  
Location of existing improvements, preparation of proposal plan, completion of  
Development Application, submitting documents to Development Assessment  
Commission and acting as Planning Agent.

\$780.00  
G.S.T incl

Stage 2

Performance of Survey under the Real Property Act, final plan preparation, marking of  
boundaries and copies of plans as required.

\$2800.00  
G.S.T incl

To: CONVEYANCER

Conveyancing Fees


Preparation of necessary documentation, obtaining consents, engrossing of documents,  
lodging of plans and all attendances thereto.

Obtaining consents and arranging production of titles


\$POA  
G.S.T incl

Council will make firewalling between adjoining lots part of development approval.  
Please don't hesitate in contacting me if you have any queries regarding this project.

Yours faithfully,  
Pyper Leaker Surveying services Pty Ltd

  
David Pyper  
Licensed Surveyor

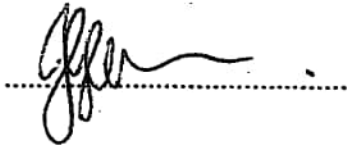
WE THE UNDERSIGNED OWNER OR PROXIES WHO OWN SHARES IN OLIVE COURT HOMES LTD AGREE TO PROCEED IN CHANGING THE DEEDS OF OLIVE COURT HOMES FROM COMPANY TITLE TO COMMUNITY TITLE

| UNIT<br>No | OLIVE ST<br>POSTAL<br>ADDRESS | NAMES                                   | SIGNATURES  |
|------------|-------------------------------|---|---|
| 1          | 10                            | MS Z. EGHO                              |  |
| 2          | 11                            | MR W. FATCHEN<br>MRS D. FATCHEN         | Per W. Fatchen  |
| 3          | 12                            | MR R BORTH                              | R. Borth  |
| 4          | 13                            | MS J. GLEESON                           | Approval<br>as attached.  |
| 5          | 14                            | MR J. BUTTERWORTH<br>MRS K. BUTTERWORTH | J. Butterworth<br>K. Butterworth  |
| 6          | 15                            | MR A. TEISSEIRE<br>MRS R. TEISSEIRE     | A. Teisseire<br>R. Teisseire  |
| 7          | 16                            | MRS R CASLEY                            | R. Norman   |
| 8          | 17                            | MR N. BAKER<br>MRS C. BAKER             | N. Baker (nee Day)  |
| 9          | 18                            | MS L COLLATION                          | L. Collation  |

22 July 2009

I, Jodie Gleeson, of 13 Olive Street Glenelg, hereby agree to go ahead and obtain quotations for the costs involved to change over from a Company Title to a Strata.

The cost of the quotation will be paid from the Sinking Fund currently set up.

A handwritten signature in black ink, appearing to read 'Jodie Gleeson', is written over a horizontal dotted line.

Jodie Gleeson



**Title Register Search**  
**LANDS TITLES OFFICE, ADELAIDE**  
Issued pursuant to the Real Property Act 1886 and certified overleaf

*Scheme Description*  
*Development No*  
*110/C055/99*

REGISTER SEARCH OF CERTIFICATE OF TITLE \* VOLUME 5804 FOLIO 734 \*

COST : \$0.00 (GST exempt )  
REGION : SECTION 7 CLEARING CENTRE  
AGENT : S90C RECEIPT NO : 534100  
SEARCHED ON : 12/09/2003 AT : 12:15:50

PARENT TITLE : CT 2676/33  
AUTHORITY : CONVERTED TITLE  
DATE OF ISSUE : 06/09/2000  
EDITION : 1

REGISTERED PROPRIETOR IN FEE SIMPLE

OLIVE COURT HOMES LTD. OF 2 MOSELEY STREET GLENELG SA 5045

DESCRIPTION OF LAND

ALLOTMENT 144 FILED PLAN 7181  
IN THE AREA NAMED GLENELG  
HUNDRED OF NOARLUNGA

EASEMENTS

NIL

SCHEDULE OF ENDORSEMENTS

NIL

NOTATIONS

DOCUMENTS AFFECTING THIS TITLE

NIL

REGISTRAR-GENERAL'S NOTES

CONVERTED TITLE-WITH NEXT DEALING LODGE CT 2676/33

END OF TEXT.



# HD. OF NOARLUNGA

Scheme Description

Development No. 110/1055/99  
No. 301 of 1959

Block 17 of Section 204, C.T. Vol. 2583 Folio 193  
L.T.O. plan 5726 of 1959  
Scale: 20' to 1'

Reg. Prop. Swanray Limited  
portion in C.T. Vol. 2668 Folio 156  
Reg. Prop. H.F. Saint Investments

## GLENELG

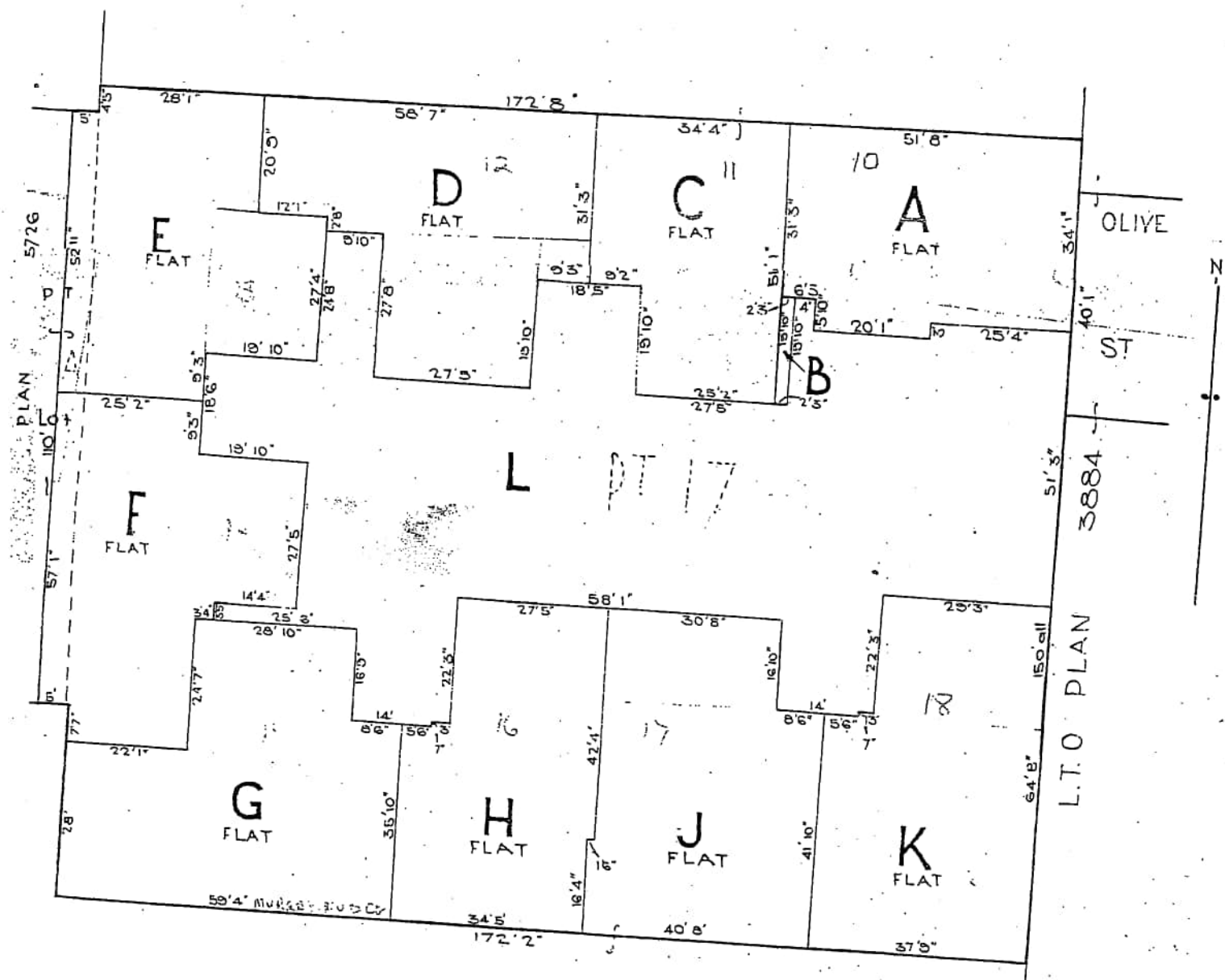
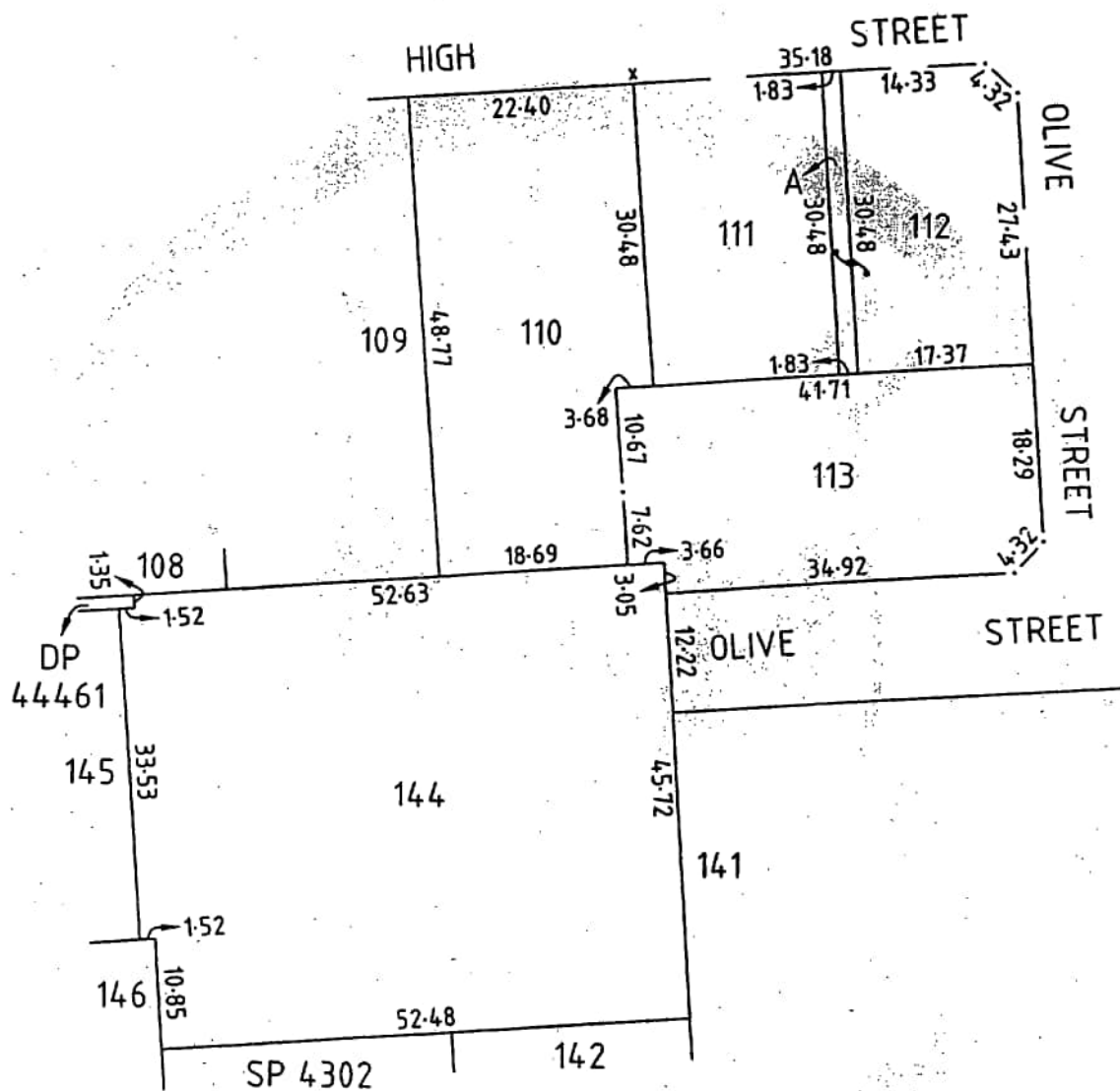


DIAGRAM FOR CERTIFICATE OF TITLE VOLUME 5804 FOLIO 734

SEARCH DATE : 12/09/2003 TIME: 12:15:50



Atkins Conveyancing Services  
PO BOX 563  
INGLE FARM SA 5098

Contact: Section 7  
Telephone: (08) 8204 2026  
Email: epasection7@sa.gov.au

Contact: Public Register  
Telephone: (08) 8204 9128  
Email: epa.publicregister@sa.gov.au

05 November, 2025

### **EPA STATEMENT TO FORM 1 - CONTRACTS FOR SALE OF LAND OR BUSINESS**

The EPA provides this statement to assist the vendor meet its obligations under section 7(1)(b) of the *Land and Business (Sale and Conveyancing) Act 1994*. A response to the questions prescribed in Schedule 1-Contracts for sale of land or business-forms (Divisions 1 and 2) of the *Land and Business (Sale and Conveyancing) Act 1994* is provided in relation to the land.

I refer to your enquiry concerning the parcel of land comprised in

Title Reference     CT Volume 6108 Folio 936  
Address             13 Olive Street, GLENELG SA 5045

#### **Schedule – Division 1 – *Land and Business (Sale and Conveyancing) Regulations 2010***

#### **PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND**

##### **8. *Environment Protection Act 1993***

Does the EPA hold any of the following details relating to the *Environment Protection Act 1993*:

|     |  |    |
|-----|--|----|
| 8.1 | Section 59 - Environment performance agreement that is registered in relation to the land.                               | NO |
| 8.2 | Section 93 - Environment protection order that is registered in relation to the land.                                    | NO |
| 8.3 | Section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land. | NO |
| 8.4 | Section 99 - Clean-up order that is registered in relation to the land.  | NO |
| 8.5 | Section 100 - Clean-up authorisation that is registered in relation to the land.   | NO |
| 8.6 | Section 103H - Site contamination assessment order that is registered in relation to the land.                           | NO |
| 8.7 | Section 103J - Site remediation order that is registered in relation to the land.  | NO |

|      |  |    |
|------|--|----|
| 8.8  | Section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination). | NO |
| 8.9  | Section 103P - Notation of site contamination audit report in relation to the land.  | NO |
| 8.10 | Section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land.                | NO |

## **Schedule – Division 2 – *Land and Business (Sale and Conveyancing) Regulations 2010***

### **PARTICULARS RELATING TO ENVIRONMENT PROTECTION**

#### ***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 <i>Environment Protection Act 1993</i> 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 <i>Environment Protection Act 1993</i> 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 <i>Environment Protection Act 1993</i> 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 <i>Environment Protection Act 1993</i> 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 <i>South Australian Waste Management Commission Act 1979</i> to operate a waste depot at the land?   | NO |
| f) | details of a licence issued under the repealed <i>Waste Management Act 1987</i> to operate a waste depot at the land?   | NO |
| g) | details of a licence issued under the repealed <i>South Australian Waste Management Commission Act 1979</i> 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 <i>Waste Management Act 1987</i> to produce prescribed waste (within the meaning of that Act) at the land?   | NO |

#### ***4-Pollution and site contamination on the land - details recorded by the 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 <i>Environment Protection Act 1993</i> )? | NO |
|----|--|----|

|    |  |    |
|----|--|----|
| b) | details of site contamination notified to the EPA under section 83A of the <i>Environment Protection Act 1993</i> ?  | 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 <i>Environment Protection Act 1993</i> 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 <i>Environment Protection Act 1993</i> ?  | NO |
| g) | details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the <i>Environment Protection Act 1993</i> ?   | NO |
| h) | details of a notification under section 103Z(1) of the <i>Environment Protection Act 1993</i> relating to the commencement of a site contamination audit?  | NO |
| i) | details of a notification under section 103Z(2) of the <i>Environment Protection Act 1993</i> relating to the termination before completion of a site contamination audit?   | NO |
| j) | details of records, held by the former <i>South Australian Waste Management Commission</i> under the repealed <i>Waste Management Act 1987</i> , of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995? | NO |

**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 <i>South Australian Health Commission</i> (under the repealed <i>South Australian Health Commission Act 1976</i> )?   | 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 <i>Environment Protection Act 1993</i> ? | 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 <i>Environment Protection Act 1993</i> ?              | 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 |

All care and diligence has been taken to access the above information from available records. Historical records provided to the EPA concerning matters arising prior to 1 May 1995 are limited and may not be accurate or complete.